

**MODIFICATION OF CONTRACT NUMBER: IL060341RE, Substance Abuse Services Page 1 of 75 Pages**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Rebecca Gardner</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>November 21, 2008</b>
ISSUED TO: <b>Austin/Travis County MHMR P.O. Box 3548 Austin, TX 78764-3548</b>	MODIFICATION NO.: <b>6</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>January 1, 2006</b>
ORIGINAL CONTRACT TERM DATES: <u>January 1, 2006-December 31, 2006</u> CURRENT CONTRACT TERM DATES: <u>January 1, 2009-December 31, 2009</u>		

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$1,507,151.00Current Modified Amount \$1,776,904.00

**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Agreement is renewed for an additional twelve month period from January 1, 2009 through December 31, 2009.
2. Attachment A-09 "2009 Renewal Term Work Statement, Performance Measures and Budget" attached to this modification will apply to the 2009 performance period.
3. Contract funds for this 2009 period shall not exceed the following amounts:

County	\$611,799.00
City	\$648,990.00
Travis County Grant	\$206,115.00
Community Court	\$310,000.00
TOTAL	\$1,776,904.00
4. The Agreement is amended according to the terms of the attachment to this Modification, all of which are hereby made a part of the Agreement and constitute promised performances by Austin Travis County Mental Health Mental Retardation Center in accordance with all terms of the Agreement, as amended.

**Note to Vendor/City:**

☒ Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

☐ DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____  BY: _____ SIGNATURE  BY: _____ PRINT NAME  TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER  DATE: _____
TRAVIS COUNTY, TEXAS  BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
TRAVIS COUNTY, TEXAS  BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
CITY OF AUSTIN, TEXAS  BY: _____ TOBY FUTRELL OR DESIGNEE, AUSTIN CITY MANAGER	DATE: _____



**2009 RENEWAL AND AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN TRAVIS COUNTY,**  
**THE CITY OF AUSTIN AND**  
**THE AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER**  
**FOR SUBSTANCE ABUSE TREATMENT AND**  
**RELATED BEHAVIORAL HEALTHCARE AND SUPPORT SERVICES**

This 2009 Renewal and Amendment ("2009 Renewal") of Interlocal Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), The City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Austin Travis County Mental Health Mental Retardation Center ("Center").

County, City and Center entered into an agreement to provide mental health, mental retardation and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began January 1, 2006, and terminated December 31, 2006 ("Initial Agreement Term").

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provided for renewal and amendment of the agreement by the written agreement of the Parties.

Pursuant to the terms of the Agreement, the Agreement was renewed for an additional term beginning January 1, 2008, and terminating December 31, 2008.

County, City and Center desire to renew the Agreement for an additional term beginning January 1, 2009, and terminating December 31, 2009, and County, City and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to renew the Agreement and to amend the Agreement as follows:

**1.0 GENERAL TERMS.**

1.1 2009 Renewal Term. The Parties acknowledge and agree that, pursuant to Section 2.2, "Renewal Term(s)," of the Agreement, this 2009 Renewal constitutes the renewal and amendment of the Agreement for an additional term beginning January 1, 2009, and terminating December 31, 2009, with the changes in terms to the Agreement as specified in this 2009 Renewal.

**2.0 ENTIRE AGREEMENT**

2.1 Attachments. The Parties agree that, as to the 2009 Renewal Term, Attachment A-09, "2009 Renewal Term Work Statement, Performance Measures and Budget," attached to this 2009 Renewal as Exhibit 1, will apply to performance during the 2009 Renewal Term.

### 3.0 CENTER PERFORMANCE

3.1 Services and Activities. The Parties acknowledge and agree that Center shall perform, in a satisfactory manner as reasonably determined by County and City, through ATCHHSD and TCHHSVS, services and activities in accordance with the terms of this 2009 Renewal and with all other terms and conditions stated in the Agreement.

3.2 Insurance. The Parties agree that the requirements for insurance for the 2009 Renewal will continue as set forth in the original Agreement. Center agrees to provide current 2009 documentation of such insurance as required under the Center.

3.3 Limitations. Unless otherwise specifically stated herein, the performances required under this 2009 Renewal are performable only during the 2009 Renewal Term, and performances required under any other Agreement Term(s) were performable only during the applicable Term. Performance requirements and payment shall not carry over from one Agreement Term to another.

3.4 2009 Update. Within fifteen (15) days of execution of this 2009 Renewal, Center agrees to provide City and County (with a copy to the Travis County Purchasing Agent), current updates of all policies, materials, and other information required under the Agreement, including, but not limited to, the following as described in the Agreement:

- 3.4.1 Completed 2009 Ethics Affidavit
- 3.4.2 Proof of Insurance
- 3.4.3 Update of any Policies and Procedures
- 3.4.4 Updated W-9 Taxpayer Identification Form
- 3.4.5 Updated IRS 990 Form
- 3.4.6 Change of Identity Information (Name, Address, etc.)

3.5 Debarment, Suspension and Other Responsibility Matters. By signing this 2009 Renewal, Center certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Center.

3.6 Certification and Warranty. By signing this 2009 Renewal, Center certifies and warrants that all certifications and warranties under the Agreement continue to be in full force and effect. Center also acknowledges and agrees that it has read all terms and provisions of the Agreement and understands and agrees that, to the extent not specifically changed by this 2009 Renewal, those terms and conditions remain in full force and effect for the 2009 Renewal Term.

#### 3.7 Grant Performance.

3.7.1 Grant Terms. Services and activities, including all reporting requirements, relating to Grant Activities provided during the 2009 Renewal Term under this Agreement shall be provided in accordance with time and date specifications set forth in the previous amendment to the Agreement under which the Grant funds were first included in the Agreement (attached to this 2009 Renewal as Exhibit 4, "Grant Amendment"), as amended by the 2009 Grant terms and conditions (attached to this 2009 Renewal as Exhibit 5 - "Notice of Grant Award" and "Terms and Conditions").

3.7.2 Assurances. The Center agrees to provide, and to require all subcontractors/ subrecipients to provide, all required assurances for the receipt and expenditure of state and federal grant funds as requested by County. Center shall provide to County, and all of Center's services providers receiving Grant funds shall provide to Center (with Center providing copies to County), updated versions of the following assurances (and any others required by the Grant) prior to receipt of payment by County for any Grant Activities utilizing Grant funds:

- Assurances - Non Construction Programs Standard Form 424B Prescribed by OMB Circular A-102
- Certification Regarding Lobbying and Disclosure of Lobbying Activities Standard Form - LLL Approved by OMOB
- Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption OMB No. 0990-0263
- Certification Regarding Debarment, Suspension and Other Responsibility Matters.
- Certification Regarding Drug-Free Workplace Requirements
- Certification Regarding Environmental Tobacco Smoke
- Certification Regarding maintenance of Effort

Copies of the above forms are included in this Amendment as Exhibit 3.

#### 4.0 FINANCIAL PROVISIONS

4.1 Maximum Funds. Amend Section 13.1.1 by adding the following:

13.1.1 - 2009 Renewal Term Funds. Subject to the requirements of the Agreement, and in consideration of full and satisfactory performance of the services and activities required under the Agreement during the 2009 Renewal Term, County and City shall provide funds not to exceed the following amounts:

County	\$ <u>611,799.00</u>
City	\$ <u>648,990.00</u>
Travis County Grant	\$ <u>206,115.00</u>
Community Court	\$ <u>310,000.00</u>
<b>TOTAL</b>	<b>\$ <u>1,776,904.00</u></b>

4.2 Fiscal Year Limitation. Amend Section 13.1.2 by adding the following:

13.1.2 - 2009 Renewal Term Fiscal Year Limitation. Of the totals set forth in Section 4.1 of this 2009 Renewal, Center cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

<u>County</u>			
(i)	January 1, 2009 - September 30, 2009	(75% of total)	\$ <u>458,849.00</u>
(ii)	October 1, 2009 - December 31, 2009	(25% of total)	\$ <u>152,950.00</u>
(iii)	January 1, 2009 - September 29, 2009	(FY '09 Grant)	\$ <u>206,115.00</u>
<u>City (including City and Community Court funds)</u>			
(i)	January 1, 2009 - September 30, 2009	(75% of total)	\$ <u>719,243.00</u>
(ii)	October 1, 2009 - December 31, 2009	(25% of total)	\$ <u>239,747.00</u>

All other provisions of Section 13.1.2 of the Agreement not specifically changed herein will continue to apply to the terms of the 2009 Renewal.

## **5.0 INCORPORATION**

5.1 County, City and Center hereby incorporate the Agreement into this 2009 Renewal. Except for the changes made in this 2009 Renewal, County, City and Contractor hereby ratify all the terms and conditions of the Amended as amended. The Agreement with the changes made in this 2009 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.2 The Parties agree that all requirements and obligations of the Agreement which have not been specifically changed by this 2009 Renewal which make reference to the Agreement Period prior to this 2009 Renewal apply in the same manner to performance by the Parties during the 2009 Renewal Term of the Agreement as amended.

## **6.0 EFFECTIVE DATE**

6.1 This 2009 Renewal is effective January 1, 2009, when it is approved and signed by all Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

**EXHIBIT 1**  
**ATTACHMENT A-09**  
**2009 RENEWAL TERM WORK STATEMENT, PERFORMANCE MEASURES AND BUDGET**





## **2009 WORK STATEMENT SUBSTANCE ABUSE MSO**

### **I. BACKGROUND**

#### **A. History**

Prior to 1999, the City of Austin and Travis County purchased substance abuse treatment services through multiple agencies with eligibility determinations made and services provided by the individual organizations pursuant to the terms of their respective contracts. The auditing of services was performed retrospectively by Austin/Travis County Health and Human Services Department (HHSD) staff.

The Interlocal Agreement for Substance Abuse MSO between the City of Austin, Travis County, and the Austin Travis County Mental Health Mental Retardation Center (ATCMHMR) originated in 1999. The City and County developed the Interlocal Agreement in order to contract for substance abuse treatment services utilizing a Managed Services Organization (MSO) approach. The purpose of this new approach is to better coordinate and standardize substance abuse treatment services for the community and to designate the target populations to be served, eligibility criteria, services to be covered, and expected outcomes according to those standards and requirements set forth in this Agreement. Under this Agreement, ATCMHMR provides specific services as the MSO in order to prevent duplication of administrative services and promote a continuum of care for clients. This Agreement also facilitates the coordination of City and County funded services with state funded services in order to maximize leveraging of all available funds.

As the local authority for mental health and mental retardation services with extensive experience in this area, ATCMHMR serves as the MSO under this Agreement. In the model established under this Agreement, individuals are authorized and then served by organizations in the network that provide the assessment and treatment of Eligible Clients. In addition, the following MSO functions are provided: Credentialing, Gate Functions, Utilization Management, Quality Management, Management Information Systems, Financial Management, Administration/Contract Management, and Network Development and Management as set forth in this Agreement and specified by City and County.

#### **B. Experience as Managed Services Organization**

ATCMHMR is the local authority for mental health and mental retardation services for Travis County. The Center was established in late 1965 and began operations in 1967 pursuant to the laws of the State of Texas, regulations of the Department of State Health Services, and the articles of organization approved by its sponsoring agencies. The Center's local sponsoring agencies are the City of Austin, Travis County and the Austin Independent School District.

The Center's relevant experience includes the development of a full array of managed care tools under the auspices of its managed care demonstration project known as the "2377 project." In 1996, the Center received funding to develop a managed care system including a "gate" to ensure timely and appropriate services are provided within available capacity, a utilization management system, credentialing and provider profiling, new contract management procedures, quality management, management information systems, and claims billing. The array of managed care tools is in place with adult and children's mental health and substance abuse services that are provided internally or through contract with external providers.

### **C. Anticipated Outcomes**

The anticipated outcomes of the model established under this Agreement over the years of development and operation are as follows:

1. Improved client outcomes
2. Improved client access to services
3. Increased cost-effectiveness/cost-containment
4. Improved service linkages/continuity of care for clients
5. More comprehensive service delivery to the client (as needed)
6. Improved customer satisfaction with services
7. Improved continuum of services for the community with gaps reduced and capacity increased as determined by the Parties to be necessary.

## **II. ELIGIBILITY**

### **A. Client Eligibility Criteria**

ATCMHMR is responsible for determining the eligibility of clients receiving services under this Agreement according to the following eligibility criteria ("Eligibility Criteria"):

1. Individual has a household income of less than 200% of the federal poverty guidelines (as updated annually by the U.S. Department of Health and Human Services) that are applicable to a household with the same number of persons as his/her household, and
2. Individual is covered by no other applicable insurance or other third-party payer for full coverage of needed services, nor is individual eligible for other third-party payer programs (including relevant state and federally funded programs inclusive of those administered by Center and Contractors under this Agreement). In order to maximize the use of local funds, City and County will be the "payer of last resort" for services received by clients under this Agreement; and
3. Individual is a bona fide resident of the City of Austin and/or Travis County, which is determined by his/her stated intention to remain in the City of Austin and/or Travis County for an indefinite period; and
4. Individual meets criteria as a member of one of the designated target populations for this Agreement (as described below and/or as approved in writing by the Department); and
5. Initial clinical assessment concludes that the individual needs and is clinically appropriate for services offered under this Agreement ("Services"). The Addiction Severity Index (ASI) will be the instrument used.

### **B. ATCMHMR (Center) Responsibilities**

Center will advise the Austin Travis County Health and Human Services (Department) of any DSHS rule changes which may necessitate contract changes. Center will ensure that, upon determination of basic eligibility as described above, all prospective Eligible Clients will be clinically assessed to determine their specific service needs prior to service authorization.

Appropriate substance abuse treatment services will, to the extent possible, be made available to all Eligible Clients whether the Eligible Client has a diagnosis of substance abuse/chemical

dependency only, or a dual diagnosis of substance abuse or chemical dependency and mental illness.

### **C. CITY/COUNTY Responsibilities**

Center will notify the Department of service impacts (i.e., substantive decrease in ability to serve other adults due to needs of primary care clients) related to the addition of this new population. The Department will provide ATCMHMR with current federal poverty guidelines to be used, as well as any changes in the guidelines that occur during the contract period.

The Department also reserves the right to specify additional means testing for determination of financial eligibility, such as setting a limit for liquid assets held by the prospective client, by providing such specification to ATCMHMR in writing.

### **D. Target Populations**

“Priority treatment admission status will be given to eligible clients referred by City/County funded programs serving individuals that are homeless, or at risk for contracting HIV or already HIV-infected”.

The specific target populations (Eligible Clients) for receipt of Services are:

- homeless adults (either literally homeless or marginally homeless, as defined below);
- adults referred by the Downtown Austin Community Court (administered by Municipal Court);
- high-risk, substance abusing, or chemically dependent women;
- high-risk, substance abusing, or chemically dependent youth;
- substance using/abusing youth who do not meet the eligibility criteria for other specific target populations; and
- adults referred by the Parenting In Recovery program (administered by Travis County Office of Children Services).

These target populations are further described as follows:

#### **1. Homeless Adults**

Priority shall be given to “literally homeless” men and women. Literally homeless persons include individuals above the age of 18 years who have a primary nighttime residence that is:

- a. a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including emergency shelter, congregate shelter, and transitional housing); or
- b. a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings including, but not limited to abandoned or empty buildings, makeshift “camps” on the streets, in greenbelts or parks, park benches, in cars or other vehicles, at bus or train stations or airport terminals, in movie theaters, etc.).

“Marginally homeless” persons include men and women age 18 years and older:

- a. who lack a fixed, regular and adequate nighttime residence; [This includes persons “doubled-up” in unstable situations (e.g. living temporarily with other family members or friends).]
- b. whose primary nighttime residence is an institution that provides a temporary residency for individuals intended to be institutionalized, e.g., a mental health hospital; [Note: This does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.]
- c. At imminent risk of becoming homeless, for example:
  - i. A person being discharged within one week from an institution in which the person has been a resident for more than 30 consecutive days (detox centers, mental health hospitals, prisons, jails) and no subsequent residence has been identified and he/she lacks the resources and support networks necessary to obtain housing;
  - ii. A person at imminent risk of homelessness because he/she faces eviction within one week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.

“Marginally homeless” does not include persons who live in substandard housing.

## **2. Adults Referred by the Community Court**

The second priority population for Services is adults (men and women age 17 years and older) referred by the Community Court. Community Court is an alternative court system in which the court has authority to refer offenders to treatment as an alternative to jail. The court also requires offenders to make restitution for their offense(s) by performing community service.

## **3. High-risk, chemically dependent women (not homeless)**

The third priority population for Services is high-risk, chemically dependent women (age 18 years and older). Members of this population include women who meet one or more of the following criteria:

- a. are pregnant
- b. have dependent children
- c. are attempting to regain custody of their children
- d. have a long history of substance abuse
- e. have a criminal history
- f. are at-risk for contracting HIV or are already HIV-infected
- g. are unemployed or have an unstable and/or limited employment history/experience
- h. lack of stable living situation
- i. are dependent on public assistance
- j. have a history of physical, sexual or emotional abuse
- k. have a history of abuse or neglect of their children
- l. lack health-promoting social support systems
- m. have contributing/complicating health and/or mental health problems/diagnoses
- n. reside in a disorganized, drug-infested and high crime neighborhood/environment

**4. High Risk, Substance Abusing or Chemically Dependant Youth**

The fourth priority population for Services is high-risk, substance abusing, or chemically dependant youth (ages 13 through 17 years) referred into the MSO by the Youth and Family Assessment Center and others in the Austin/Travis County area. The primary goal of providing substance abuse services to this population is to prevent the entry or re-entry into the criminal justice system.

Referrals will be accepted from all sources within the community including community based diversion programs. Priority will be given to referrals from the Youth and Family Assessment Center and the Children's Partnership.

**5. Youth not meeting eligibility criteria for substance abuse treatment.**

The fifth priority population is youth who are using or abusing substances and do not meet the eligibility criteria for substance abuse treatment. These youth are referred to as a selected or indicated population<sup>i</sup>. Priority will be given to referrals from the Youth and Family Assessment Center and the Children's Partnership. Referrals to Treatment Services will be accepted from all sources within the community, including community-based diversion programs, upon Department approval. Referrals from the Youth and Family Assessment Center and the Children's Partnership and other referrals sources will be considered eligible for Intervention services through this Agreement.

**6. Adults referred by Parenting In Recovery**

A sixth priority population for Services is adult women (parents with children) referred by the Parenting In Recovery. Parenting In Recovery is a program that provides a continuum of services for children and parents who are involved in the child welfare system because of parental substance dependency.

**7. Additional Target Populations:**

During the course of the 2009 Renewal Term, it may be necessary and/or appropriate for additional target population(s) to be served under this Agreement. ATCMHMR, as the MSO, may identify additional needs, gaps or underserved populations in the community: for example, as a result of any significant state/federal funding changes for substance abuse treatment to the Austin/Travis County community. In such cases, the MSO must submit a written request to the Department with necessary supporting data/documentation regarding the need for any additional target population to be served under this Agreement during the 2009 Renewal Term. Such request should be based on verifiable information sources and/or current community assessment/planning efforts and should be developed in conjunction with key informants or partners such as the service provider network, Community Action Network (CAN) and CAN planning bodies. City and County will evaluate such requests and provide the MSO a written response through the Department in the form of an amendment to this Agreement agreed to pursuant to applicable terms of this Agreement. In any case, specific written authorization in the form of an Amendment agreed to pursuant to the terms of this Agreement will be required before any additional target population is approved for service delivery under this Agreement.

**8. Non-discrimination against eligible clients with Co-Occurring Psychiatric and Substance Use Disorders:**

Providers will not exclude an eligible client based on any of the following factors:

- a. the client's past or present mental illness;
- b. medications prescribed to the client in the past or present;
- c. the presumption of the client's inability to benefit from treatment; or
- d. the client's level of success in prior treatment episodes.

**III. SERVICE CONTINUUM**

**A. Description of Required Services for Homeless Adults**

1. Background. Travis County is home to an estimated 4,000 homeless persons on any given day. Rates of substance abuse are high among these individuals, particularly among adult men and women who comprise approximately slightly less than half of the homeless population. Local providers estimate that up to 40% of homeless adults need substance abuse treatment services. Homeless alcoholics/addicts are a highly diverse population with multiple needs. For example, many of the homeless men and women in Austin/Travis County suffer from both substance abuse and mental illness problems.
2. Referrals. Referrals for services for this population may come from the Austin Resource Center for the Homeless, Caritas, ATCMHMR, the 24-Hour Club, the Salvation Army and many other sources such as the individuals themselves (prospective clients), family members or significant others, advocates, and other community service providers.
3. Case Management. In order to increase the likelihood of client success, all homeless individuals referred for Services should be linked to case management services as part of their treatment process. Eligible Clients served under this Agreement may be:

- a. currently receiving case management (from a case management provider external to the substance abuse treatment provider network);
- b. accepted as new case management clients (by a case management provider external to the substance abuse treatment provider network); or
- c. referred to case management providers (external to the substance abuse treatment provider network) as part of their treatment process.

The purpose for this linkage to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive “follow-along” case management services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, employment/training, child care, and other service needs of this target population.

4. Services. Services that will be required for the homeless target population include the following (to the fullest extent possible given service types and capacity within the local community as determined by ATCMHMR and agreed to by the Department):
  - a. Outreach – Outreach is necessary to identify homeless persons who are potential Eligible Clients and to encourage them to accept Services. Outreach will be provided through existing programs that work with homeless individuals living in shelters, on the streets and in camps but will not be considered a reimbursable cost under this Agreement.
  - b. Intake/Assessment/Referral – A comprehensive, clinical substance abuse assessment will be required for all potential Eligible Clients and can be conducted by any provider in the service network based on the potential Eligible Client’s entry point into the system and his/her level of need for Services. Mental health assessments will also be completed as indicated by the individual client history and presenting problems. Expenses incurred for assessments conducted at the Community Court facility by the contracted providers are eligible for reimbursement when requested by Community Court staff.
  - c. Detoxification – As defined by the Department State Health Services (DSHS), detoxification is chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in a client’s body, manage withdrawal symptoms, and encourage the client to seek ongoing treatment for chemical dependency. These services shall be provided as necessary for each individual Eligible Client, and in compliance with Facility Licensure Rules for Level I Treatment Services as defined by DSHS.

For homeless adult eligible clients, residential detoxification is preferred. Non-residential detoxification services for Eligible Clients who are homeless persons will be allowed when ATCMHMR verifies and documents that the Eligible Client has a safe and drug/alcohol free environment to stay in during the course of his/her treatment. As part of the Utilization Management (UM) function, ATCMHMR will determine (according to standardized and industry-compatible guidelines, including DSHS guidelines) the most clinically appropriate setting for these services for each individual Eligible Client.

- d. Detox Evaluation Management Services - Group and Residential Support and Case Management (As defined by DSHS, case management involves an accountable staff person providing services that include: (a) linking clients with needed services; (b) helping clients develop skills to use basic community resources and services; and (c) monitoring and coordinating the services received by clients)
- e. Residential Treatment – This may include Level II and/or Level III residential treatment services as defined and licensed by DSHS. Residential services require Eligible Clients to reside (sleep overnight) at the facility for a specified period of time while undergoing chemical dependency treatment. For Level II services, an average of 20 hours of structured activities per week are provided to each Eligible Client, including three hours of chemical dependency counseling (including at least one hour of individual counseling), fourteen hours of additional counseling, chemical dependency education, or life skills training, and three hours of structured social and/or recreational activities. For Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training.
- f. Transitional Housing Services- Housing provided an Eligible client with case management for a period not to exceed 3 months for the purpose of moving the client towards greater self sufficiency during concurrent outpatient treatment.
- g. Day Treatment Services -- These are intensive outpatient treatment services provided for approximately five (5) hours per day, for a total of at least twenty (20) hours of services per week provided to each Eligible Client. The Eligible Client does not reside at the treatment facility. Day treatment services for dually diagnosed Eligible Clients will be required as part of the continuum of services (per UM criteria and determination of client need) but will not be considered a reimbursable cost under this Agreement. (Note: ATCMHMR, as the MSO, is not eligible for reimbursement under this Agreement for direct services provided to Eligible Clients by the Center.)
- h. Outpatient and Continuing Care/Aftercare Services -- These Level III and IV services usually include individual and/or group counseling services and the continuation of transitioning the Eligible Client into other community-based support systems (such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.) These services are provided for a specified time period while the Eligible Client continues to work and/or reside in a stable living environment. Per DSHS rules, Level III services, an average of ten hours of structured activities per week are provided to each client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training. Per DSHS rules, Level IV treatment services provide an average of two hours of structured activities per week for each Eligible Client, including at least one hour of chemical dependency counseling and one hour of additional counseling, life skills training, or chemical dependency education.



- i. Case Management and Support Services – As defined by DSHS, case management involves services provided by an accountable staff person which include: 1) linking an Eligible Client with needed services; 2) helping an Eligible Client develop skills to use basic community resources and services; and 3) monitoring and coordinating the services received by an Eligible Client. . These services provide a critical linkage between each aspect of the individual's recovery. The role of the case manager is to guide an individual through the recovery system, helping him or her access the Services they need when they need them. Case management for Eligible Clients will involve following the Eligible Client throughout the service continuum and providing the case management activities described above at each step and from the earliest point possible in the Eligible Client's treatment process.

ATCMHMR is responsible for ensuring that Eligible Clients are either 1) currently receiving case management (from a community case management provider external to the substance abuse treatment provider network); 2) are accepted as new case management clients (by a case management provider external to the substance abuse treatment provider network); or 3) are referred to case management providers (external to the substance abuse treatment provider network) as part of their treatment process. Case management under this Agreement will be provided by existing case management providers including, but not limited to: Caritas, the Salvation Army, the Salvation Army Passages Program, LifeWorks , SafePlace, Push-Up Foundation's Supportive Housing Programs, ATCMHMR, American Youth Works, Blackland Community Development Corporation, Community Advocates for Teens and Parents, Foundation for the Homeless, Downtown Austin Community Court and YWCA of Greater Austin but will not be considered a reimbursable cost under this Agreement.

In order for an individual to successfully recover from addiction, support services must be available at every step (as needed by the individual Eligible Client). Such services are especially important toward the end of the treatment process in order to help the individual remain abstinent from drugs and alcohol. Job training/placement, affordable housing, and child care for dependent children are three primary support services that contribute to client success. Support services will be made available through existing providers in the community but will not be considered a reimbursable cost under this Agreement. Under this Agreement, treatment service providers and/or case managers are responsible for making appropriate referrals and follow-up on these referrals for key support services as required by each Eligible Client during the treatment process.

5. Annual Maximum Benefit. Annual maximum benefit per Eligible Client is two treatment episodes per year. One treatment "episode" means all services provided from Eligible Client's assessment and admission to treatment (entry at one service level) through Eligible Client's discharge from the last service provided during the treatment period [in other words, an individual Eligible Client can access the full continuum – all or part – up to two times per calendar year]. Exceptions to this annual limit may be made by ATCMHMR after a complete review by ATCMHMR's Utilization Management (UM) unit. Copies of UM report granting exceptions will be forwarded to the Department within thirty (30) days of granting the exception. At any time, Department may request a review of this procedure in order to lessen or

cease granting such exceptions, or to change the criteria utilized in granting such exceptions.

## **B. Description of Required Services for Adults Referred by the Community Court**

1. Referrals. Referrals into Services for this population will come from the Community Court. Individuals (adults) referred by Community Court will need to meet the Eligibility Criteria in order to receive Services. However, the Community Court may require additional treatment services to be provided on-site at Community Court specifically for these individual Eligible Clients (such as pre-treatment counseling and acu-detox services) and may stipulate that certain Eligibility Criteria are waived for these particular services. In such cases, ATCMHMR should obtain written authorization from the Department to waive the stipulated Eligibility Criteria for these clients and/or particular services to be delivered under this Agreement. Waiver of criteria will apply only to the specific eligible client and/or services set forth in the written authorization.
2. Case Management. In order to increase the likelihood of client success, all adults referred by the Community Court for services (except for individuals provided only on-site services at the Court) should be linked to case management services as part of their treatment process. Individuals served under this Agreement may either be:
  - a. currently receiving case management (from a case management provider external to the substance abuse treatment provider network);
  - b. accepted as new case management clients (by a case management provider external to the substance abuse treatment provider network); or
  - c. referred to case management providers a case management provider external to the substance abuse treatment provider network) as part of their treatment process.

The purpose for this linkage to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive “follow along” case management services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, employment/training, child care, and other services needs of these target populations.

3. Services. Services that will be required for potential Eligible Clients referred by Community Court are the same as those described above for the homeless adult target population (except Outreach), as many of the adults referred by Community Court may also be homeless. (No outreach is required for this target population since all individuals in this population will be referred by Community Court.) Therefore, the continuum of services available for adults referred by Community Court will include services from Intake/Assessment/Referral through Case Management, and Support Services as described above. . Also, provided on-site at the Community Court, on-site acu-detox services, and other non-traditional supports (e.g. clothing, hygiene items) items are reimbursable costs under this Agreement. New services required by

Community Court during the 2009 Renewal Term (i.e., added during calendar year 2009) may be added to the slate of authorized, reimbursable costs under this Agreement contingent upon specific, written approval of the Department.

4. Transitional Housing Services. Housing provided an Eligible Client with case management for a period not to exceed 3 months for the purpose of moving the Eligible Client towards greater self-sufficiency during concurrent outpatient treatment.
5. Annual Maximum Benefit. Annual maximum benefit per individual is determined by referral from the Community Court.

### **C. Description of Required Services for High-Risk Women**

1. Referrals. Referrals into Services for this population may come from the individuals themselves (prospective Eligible Clients), family members or significant others, advocates, community service providers, other substance abuse service providers, area DSHS Outreach, Screening, and Referral programs, and other referral sources such as the Department of Family and Protective Services (DFPS), jails, probation departments, and the courts.
2. Case Management. In order to increase the likelihood of client success, all high-risk women referred for Services should be linked to case management services as part of their treatment process. Eligible clients served under this Agreement may be:
  - a. currently receiving case management (from a case management provider external to the substance abuse treatment provider network);
  - b. accepted as new case management clients (by a case management provider external to the substance abuse treatment provider network); or
  - c. referred to case management providers (external to the substance abuse treatment provider network) as part of their treatment process.

The purpose for this linkage to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive “follow-along” case management services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, employment/training, child care, and other service needs of this target population.

3. Services. Services that will be required for this target population include the following (to the fullest extent possible given service types and capacity within the local community, as determined by ATCMHMR and agreed to by the Department):
  - a. Intake/Assessment/Referral – A comprehensive, clinical substance abuse assessment will be required for all potential Eligible Clients and can be conducted by any provider in the service network based on the potential Eligible Client’s entry point into the system and his/her level of need for Services. Mental health assessments will also be completed as indicated by the individual client history and presenting problems. Expenses incurred for assessments

conducted at the Community Court are not a reimbursable cost under this Agreement unless specifically authorized by the Department in writing.

- b. Detoxification – Per DSHS definition, detoxification is chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in an Eligible Client’s body, manage withdrawal symptoms, and encourage the Eligible Client to seek ongoing treatment for chemical dependency. These services shall be provided as necessary for the individual Eligible Client, and in compliance with Facility Licensure Rules for Level I Treatment Services as defined by DSHS.

These services shall be provided when necessary, as not all Eligible Clients will need this level of care at the time of admission. For the high-risk women’s target population, detoxification services may be either residential or ambulatory. The setting of the services will be determined based on all factors considered during the assessment process. As part of the Utilization Management (UM) function, ATCMHMR will determine (according to standardized and industry-compatible guidelines) the most clinically appropriate setting for these services for each individual Eligible Client.

For detoxification for dually diagnosed Eligible Clients, ATCMHMR will provide for both residential and outpatient treatment (within available capacity). If outpatient treatment is appropriate ATCMHMR could provide this through its “ambulatory detoxification” programs. As previously indicated, ANY direct client services (any service other than those described as MSO functions) provided to an Eligible Client by ATCMHMR will not be a reimbursable cost under this Agreement. If residential detoxification is necessary, then ATCMHMR shall direct the Eligible Client to residential detoxification.

- c. Detox Evaluation Management Services - Group and Residential Support and Case Management (As defined by DSHS, case management involves an accountable staff person providing services that include: (a) linking clients with needed services; (b) helping clients develop skills to use basic community resources and services; and (c) monitoring and coordinating the services received by clients)
- d. Residential Treatment – This may include Level II and/or Level III residential treatment services as defined and licensed by DSHS. Residential services require Eligible Clients to reside (sleep overnight) at the facility for a specified period of time while undergoing chemical dependency treatment. For Level II services, an average of 20 hours of structured activities per week are provided to each Eligible Client, including three hours of chemical dependency counseling (including at least one hour of individual counseling), fourteen hours of additional counseling, chemical dependency education, or life skills training, and three hours of structured social and/or recreational activities. For Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training.

Residential treatment services for the high-risk women's population will also include "Specialized Female Services," which are residential treatment services for the women and their dependent children. In Level II (specialized treatment services of up to six months, based on Eligible Client needs), the children live with their mother in the treatment facility and the treatment programming includes components for increasing the mother's parenting knowledge, skills, resources as well as treatment planning and treatment-related services specifically for the children. In a Level III program (over a course of up to 90 days), the children do not live with the women in treatment, but the programming for the women still includes a component to address the parenting needs of women in the program who have dependent children (on the outside) with whom they will be reunited later.

- e. Day Treatment Services – These are intensive outpatient treatment services provided for approximately five (5) hours per day, for a total of at least twenty (20) hours of services per week provided to each Eligible Client. The Eligible Client does not reside at the treatment facility. Day treatment services for dually diagnosed Eligible Clients will also be required as part of the continuum of services (per UM criteria and determination of client need) but will not be considered a reimbursable cost under this Agreement. (Note: ATCMHMR, as the MSO, is not eligible for reimbursement under this Agreement for direct services provided to Eligible Clients by the Center.)
- f. Outpatient and Continuing Care/Aftercare Services – These Level III and Level IV services usually include individual and/or group counseling services and the continuation of transitioning the Eligible Client into other community-based support systems (such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.). These services are provided for a specified time period while the Eligible Client continues to work and/or reside in a stable living environment. Per DSHS rules, for Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training. Per DSHS rules, Level IV Treatment Services provide an average of two hours of structured activities per week for each Eligible Client, including at least one hour of chemical dependency counseling and one hour of additional counseling, life skills training, or chemical dependency education.
- g. Case Management and Support Services – As defined by DSHS, case management involves services provided by an accountable staff person which include: 1) linking an Eligible Client with needed services; 2) helping an Eligible Client develop skills to use basic community resources and services; and 3) monitoring and coordinating the services received by an Eligible Client. These services provide a critical linkage between each aspect of the individual Eligible Client's recovery. The role of the case manager is to guide an individual Eligible Client through the recovery system, helping him or her access the Services they need when they need them. Case management for Eligible Clients served under this Agreement will involve following the Eligible Client throughout the service continuum, providing the case management activities described above at each

step and from the earliest point possible in the Eligible Client's treatment process.

ATCMHMR is responsible for ensuring that Eligible Clients served under this Agreement are 1) currently receiving case management (from a community case management provider external to the substance abuse treatment provider network); 2) accepted as new case management clients, (by a case management provider external to the substance abuse treatment provider network); or 3) referred to case management providers (external to the substance abuse treatment provider network) as part of their treatment process. Case management under this Agreement will be provided by existing service providers of case management including, but not limited to, Caritas, the Salvation Army, the Salvation Army Passages Program, LifeWorks, SafePlace, Push-Up Foundation's Supportive Housing Programs, ATCMHMR, American Youth Works, Blackland Community Development Corporation, Community Advocates for Teens and Parents, Foundation for the Homeless, and YWCA of Greater Austin, but will not be considered a reimbursable cost under this Agreement.

In order for an individual Eligible Client to successfully recover from addiction, support services must be available at every step (as needed by the individual Eligible Client). Such services are especially important toward the end of the treatment process in order to help the individual Eligible Client remain abstinent from drugs and alcohol. Job training/placement, affordable housing, and child care for dependent children are three primary support services that contribute to Eligible Client success. Support services will be made available through existing providers in the community, but will not be considered a reimbursable cost under this Agreement. Under this Agreement, treatment service providers are responsible for making appropriate referrals and follow-up on these referrals for key support services as required by each Eligible Client during the treatment process.

- h. Transitional Housing Services. Housing provided an Eligible Client with case management for a period not to exceed 3 months for the purpose of moving the Eligible Client towards greater self-sufficiency during concurrent outpatient treatment.
- 4. Annual Maximum Benefit. Annual maximum benefit per individual Eligible Client is two treatment episodes per year. One treatment "episode" means all services provided from an Eligible Client's assessment and admission to treatment (entry at one service level) through that Eligible Client's discharge from the last service provided during the treatment period [in other words, an individual Eligible Client can access the full continuum – all or part – up to two times per calendar year]. Exceptions to this annual limit may be made by ATCMHMR after a complete review by ATCMHMR's Utilization Management (UM) unit. Copies of UM reports granting exceptions will be forwarded to the Department within thirty (30) days of granting the exception. At any time, Department may request a review of this procedure in order to lessen or cease granting such exceptions, or to change the criteria utilized in granting such exceptions.

#### **D. Description of Required Services for High-Risk Youth.**

Services provided will consist of intervention counseling services and the following treatment services: Residential, Day Treatment and Outpatient Services. Other services will be provided as resources are identified and developed.

1. Referrals. Referrals into services for this population may come from the Youth and Family Assessment Center, the Children's Partnership, self-referral (prospective Eligible Clients), family members or significant others, advocates, community service providers, other substance abuse service providers, area DSHS Outreach, Screening and Referral programs, established neighborhood conference committees and other non-court sources or diversion services.
2. Case Management. In order to increase the likelihood of Eligible Client success, all high-risk youth referred for services (treatment) should be linked to case management services as part of their treatment process. Individual Eligible Clients served under this Agreement may either be:
  - a. currently receiving case management (from a case management provider external to the substance abuse treatment provider network);
  - b. accepted as new case management clients (by a case management provider external to the substance abuse treatment provider network); or
  - c. referred to case management providers (from non-court sources external to the substance abuse treatment provider network) as part of their treatment process.

The purpose for this linkage to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive "follow-along" case management services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, educational, and other service needs of these target populations.

3. Services. Services required for this target population include the following (to the fullest extent possible given service types and capacity within the local community, as determined by ATCMHMR and agreed to by the Department):
  - a. Intake/Assessment/Referral – A comprehensive, clinical substance abuse assessment will be required for all potential Eligible Clients and can be conducted by any provider in the service network based on the potential Eligible Client's entry point into the system and his/her level of need for services. Mental health assessments will also be completed as indicated by the individual Eligible Client history and presenting problems. Provider may decline MSO reimbursement for this service.
  - b. Intervention Counseling Services-Intervention services (selective/indicated programming)\* include individual counseling with Eligible Clients and/or family members. The intensity of services will be based upon Eligible Client need. Referrals from the Youth and Family Assessment Center and the Children's Partnership and other referrals sources will be considered eligible for Intervention services through this Agreement.

- c. Residential Treatment – This may include Level II and/or Level III residential treatment services as defined and licensed by DSHS. Residential services require Eligible Clients to reside (sleep overnight) at the facility for a specified period of time while undergoing chemical dependency treatment. For Level II services, an average of 20 hours of structured activities per week are provided to each Eligible Client, including three hours of chemical dependency counseling (including at least one hour of individual counseling), fourteen hours of additional counseling, chemical dependency education, or life skills training, and three hours of structured social and/or recreational activities. For Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training.
- d. Day Treatment Services. These are intensive outpatient treatment services provided for approximately five (5) hours per day, for a total of at least twenty (20) hours of services per week provided to each Eligible Client. The Eligible Client does not reside at the treatment facility. Providers are expected to provide services to both single and dual diagnoses Eligible Clients. Day treatment services for dually diagnosed Eligible Clients will also be required as part of the continuum of services (per UM criteria and determination of client need) but will not be considered a reimbursable cost under this Agreement. (Note: ATCMHMR, as the MSO, is not eligible for reimbursement under this Agreement for direct services provided to Eligible Clients by the Center.)
- e. Outpatient and Continuing Care/Aftercare Services. These Level III and IV services usually include individual and/or group counseling services and the continuation of transitioning the Eligible Client into other community-based support systems (such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc. These services are provided for a specified time period while the Eligible Client continues to work and/or reside in a stable living environment. Per DSHS rules, Level III services provide an average of ten hours of structured activities per week for each Eligible Client including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training. Per DSHS rules, Level IV treatment services provide an average of two hours of structured activities per week for each Eligible Client, including at least one hour of chemical dependency counseling and one hour of additional counseling, life skills training, or chemical dependency education.
- f. Case Management and Support Services – As defined by DSHS, case management involves services provided by an accountable staff person which include: 1) linking an Eligible Client with needed services; 2) helping an Eligible Client develop skills to use basic community resources and services; and 3) monitoring and coordinating the services received by an Eligible Client. These services provide a critical linkage between each aspect of the individual Eligible Client's recovery. The role of the case manager is to guide an individual Eligible Client through the recovery system, helping him or her access the services they need when they need it. Case management for Eligible Clients served under this



Agreement will involve following the Eligible Client throughout the service continuum, providing the case management activities described above at each step and from the earliest point possible in the Eligible Client's treatment process.

ATCMHMR is responsible for ensuring that Eligible Clients served under this Agreement are: 1) currently receiving case management, (from a community case management provider external to the substance abuse treatment provider network); 2) accepted as new case management clients, (by a case management provider external to the substance abuse treatment provider network); or 3) referred to case management providers (from non-court sources external to the substance abuse treatment provider network) as part of their treatment process. Case management under this Agreement will be provided by existing service providers of case management including, but not limited to, Caritas, the Salvation Army, the Salvation Army Passages Program, LifeWorks, SafePlace, Push-Up Foundations' Supportive Housing Programs, ATCMHMR, American Youth Works, Blackland Community Development Corporation, Community Advocates for Teens and Parents, Foundation for the Homeless, Phoenix Academy of Austin, and YWCA of Greater Austin, but will not be considered a reimbursable cost under this Agreement.

In order for an individual to successfully recover from addiction, support services must be available at every step (as needed by the individual client). Such services are especially important toward the end of the treatment process in order to help the individual remain abstinent from drugs and alcohol. Job training/placement, affordable housing, and child care for dependent children are three primary support services that contribute to Eligible Client success. Support services will be made available through existing providers in the community, but will not be considered a reimbursable cost under this Agreement. Under this Agreement, treatment service providers are responsible for making appropriate referrals and follow-up on these referrals for key support services as required by each Eligible Client during the treatment process.

- g. Annual Maximum Benefit for Treatment Services. Annual maximum benefit per individual Eligible Client is two treatment episodes per year. One treatment "episode" means all services provided from the Eligible Client's assessment and admission to treatment (entry at one service level) through the Eligible Client's discharge from the last service provided during the treatment period. In other words, an individual Eligible Client can access the full continuum – all or part – up to two times per calendar year] Exceptions to this annual limit are contingent upon a complete review by ATCMHMR's Utilization Management (UM) unit. Copies of UM report granting exceptions will be forwarded to the Department within thirty (30) days of granting the exception. At any time, Department may request a review of this procedure in order to lessen or cease granting such exceptions, or to change the criteria utilized in granting such exceptions. If an exception to the annual maximum benefit is denied, UM will advise referral source and client of appeals process.
- h. Annual Maximum Benefit for Intervention Services. Annual maximum benefit for a participant and/or family members is two intervention service episodes per year. One intervention service "episode" means intervention counseling services

from the Eligible Client's assessment and participation in intervention counseling, through the exit summary. Exceptions to this annual limit are contingent upon a complete review by ATCMHMR's Utilization Management (UM) unit. Copies of UM report granting exceptions will be forwarded to the Department within thirty (30) days of granting the exception. At any time, Department may request a review of this procedure in order to lessen or cease granting such exceptions, or to change the criteria utilized in granting such exceptions. . If an exception to the annual maximum benefit is denied, UM will advise referral source and client of appeals process.

#### **E. Description of Required Services for Adults Referred By Parenting In Recovery**

1. Referrals. Referrals into Services for this population will come from Parenting in Recovery. Individuals (adults) referred by Parenting In Recovery will need to meet the Eligibility Criteria in order to receive Services. However, Parenting in Recovery may require additional treatment services to be provided specifically for an individual Eligible Client (such as Detoxification Detox Evaluation Management Services) and may stipulate certain Eligibility Criteria are waived for these particular services. In such cases, ATCMHMR should obtain written authorization from the Department to waive the stipulated Eligibility Criteria for these clients and/or particular services to be delivered under this Agreement. Waiver of criteria will apply only to the specific Eligible Client and/or services set forth in the written authorization.
2. Case Management. In order to increase the likelihood of client success, all adults referred by the Parenting In Recovery should be linked to case management services as part of their treatment process. Individuals served under this Agreement may either be:
  - a. currently receiving case management (from a case management provider external to the substance abuse treatment provider network);
  - b. accepted as new case management clients (by a case management provider external to the substance abuse treatment provider network); or
  - c. referred to case management providers (by a case management provider external to the substance abuse treatment provider network) as part of their treatment process.

The purpose for this linkage to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive “follow along” case management services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, employment/training, child care, and other services needs of these target populations.

3. Services. Services that will be required for this target population include the following (to the fullest extent possible given service types and capacity within the local community, as determined by ATCMHMR and agreed to by the Department):
  - a) Intake/Assessment/Referral – A comprehensive, clinical substance abuse assessment will be required for all potential Eligible Clients by designated

treatment provider in the service network based on the potential Eligible Client's entry point into the system and her level of need for Services. Mental health assessments will also be completed as indicated by the individual client history and presenting problems. Expenses incurred for assessments conducted by the provider are not a reimbursable cost under this Agreement unless specifically authorized by the Department in writing.

- b) Residential Treatment – 90 days of Level II residential treatment service is defined and licensed by DSHS. Residential services require Eligible Clients to reside (sleep overnight) at the facility for a specified period of time while undergoing chemical dependency treatment. For Level II services, an average of 20 hours of structured activities per week is provided to each Eligible Client. Included are three hours of chemical dependency counseling (including at least one hour of individual counseling), fourteen hours of additional counseling, chemical dependency education, or life skills training, and three hours of structured social and/or recreational activities

Residential treatment services for the Parenting In Recovery women's population will also include "Specialized Female Services," which are residential treatment services for the women and their dependent children. In Level II (specialized treatment services of up to 90 days, based on Eligible Client needs), the children live with their mother in the treatment facility and the treatment programming includes components for increasing the mother's parenting knowledge, skills, resources as well as treatment planning and treatment-related services specifically for the children.

- c) Outpatient and Continuing Care/Aftercare Services. -- These Level III and IV services usually include individual and/or group counseling services and the continuation of transitioning the Eligible Client into other community-based support systems (such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.) These services are provided for a specified time period while the Eligible Client continues to work and/or reside in a stable living environment. Per DSHS rules, Level III services, an average of ten hours of structured activities per week are provided to each client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training. Per DSHS rules, Level IV treatment services provide an average of two hours of structured activities per week for each Eligible Client, including at least one hour of chemical dependency counseling and one hour of additional counseling, life skills training, or chemical dependency education.

- 4. Annual Maximum Benefit. Annual maximum benefit per individual Eligible Client is two treatment episodes per year. One treatment "episode" means all services provided from an Eligible Client's assessment and admission to treatment (entry at one service level) through that Eligible Client's discharge from the last service provided during the treatment period [in other words, an individual Eligible Client can access the full continuum – all or part – up to two times per calendar year].

Exceptions to this annual limit may be made by ATCMHMR after a complete review by ATCMHMR's Utilization Management (UM) unit. Copies of UM reports granting exceptions will be forwarded to the Department within thirty (30) days of granting the exception. At any time, Department may request a review of this procedure in order to lessen or cease granting such exceptions, or to change the criteria utilized in granting such exceptions.

#### **IV SERVICE NETWORK**

##### **1. Activities Related to MSO Function**

Under this Agreement, ATCMHMR will be responsible for the provision of the following activities related to the MSO Functions. All MSO Services listed will be provided by the Center during the 2009 Renewal Term of this Agreement.

*Note: It is understood that the systems listed below as items 1-8 include methodologies, data gathering and reporting, and other components, the specifics of which are not listed here. City and County reserve the right to review the specific components and operations of these systems and related data supporting the implementation of these systems, and to request changes as reasonably determined to be necessary by City and County in order to achieve the ultimate goals of this Agreement. Requests for change shall be in writing and effective at such time as agreed upon by the Center.*

- i. Credentialing. The credentialing process shall ensure that the network is comprised of providers and organizations that are qualified to provide Services in compliance with National Committee for Quality Assurance (NCQA) standards. Established standards will be consistently used in the appointment and reappointment of providers throughout the term of this Agreement. Examples of activities included under this function are: primary source verification for facility licensure; verification of staff licensure, education and professional liability insurance coverage; and checks on providers' and organizations' claims histories.
- ii. "Gate" Functions (Single Point of Entry). ATCMHMR is responsible for determining whether a potential Eligible Client meets the Eligibility Criteria. The goal of the gate function is to ensure that Eligible Clients are given appropriate and adequate choices (as available) of providers. Management of referrals will be timely, geared to the acuity of the Eligible Client's needs, and geographically appropriate, as determined by City and County. Calls will be made to the Utilization Management (UM) department of the Center for eligibility determination and service authorization. All pertinent data will be entered in the Center's MSO managed care software.

Center will directly provide eligibility determination. City, County and Center will agree upon the types of documentation that Center must maintain to support these determinations of eligibility. City and County may periodically review and/or monitor the Eligibility Criteria, as reasonably determined by City and County.

- iii. Utilization Management (UM). ATCMHMR shall, through its Utilization Management (UM) activities, strive to ensure that all Eligible Clients are given equal access to Services, at the least restrictive and most appropriate level of care to maintain optimum functioning for the individual Eligible Client. The UM process matches the Eligible Client's need to appropriate site of service and supports and assists in the development of a focused, goal-oriented plan of care. Utilization data will be reviewed by the Center and the service provider network at least quarterly (or more often, if requested by City and/or County) to assess trends and identify areas needing improvement.
- iv. Quality Management (QM). Quality Management compiles data and reports output and outcome results compared to annual objectives on a variety of indicators (i.e., number of Eligible Clients served, consumer satisfaction, continuity of care, reduction of distress, and recidivism rates). Quality Management also monitors and profiles sentinel risk factors. Quality Management utilizes a continuous quality improvement (CQI) process to ensure that quality services are provided to Eligible Clients.
- v. Management Information Systems. The information system will contain information necessary to ensure the appropriate management of the network.
- vi. Financial Management. The Center will make its best effort to utilize its Financial Management processes to ensure that claims are paid in a timely manner and at the appropriate rates. All claims received shall be reviewed for specific information to verify that the claim is valid. Claims with inaccuracies will be returned to the provider for correction. A record of inaccurate claims will be logged. The Center will assist providers with rate development with all rates subject to Department approval, said approval not to be unreasonably withheld. The Center will submit all rate requests (e.g., for new services, new providers, and/or rate changes) to the Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by the Center must be fully negotiated with the provider and submitted to the Department for approval in a timely manner such that Department approval might be reasonably obtained prior to the effective date of the rate requested. In any case, rates will not be considered approved or authorized without specific written approval/authorization by the Department.
- vii. Administration/Contract Management. Specific procedures have been developed by the Center, which define the processes for development, negotiation, and execution of service contracts. All contracts are reviewed to ensure a balance of choice, access and quality at a reasonable cost.
- viii. Network Development and Management. This MSO function includes an ongoing assessment of the needs of the consumer, accessibility of services, and quality of services provided. This function also includes training, technical assistance, and monitoring of the current service providers and identification of new service providers as necessary to meet the specific service requirements of City and County under this Agreement. The Center MSO is also responsible for marketing efforts for the service network to ensure all community-based service organizations in the Austin/Travis

County community are adequately informed of the MSO and the substance abuse treatment network, and of the target populations to be served under this Agreement. These marketing and community education efforts are key to ensuring the full integration of this system into the community.

## **2. Network Service Providers**

The Service Network for the 2009 Renewal Term will initially consist of the following entities:

- i. Austin Travis County Mental Health Mental Retardation Center (ATCMHMR). In addition to acting as the MSO, ATCMHMR will also participate in the project by providing certain direct services to Eligible Clients, which are necessary for an adequate service continuum for substance abuse and related behavioral healthcare treatment, especially for these target populations. It should be noted that due to its current MSO operations, the Center has been required to change the way business is conducted, with a solid boundary between the Center's MSO role/function and its provision of mental health, mental retardation and substance abuse services. ATCMHMR will not be reimbursed under this Agreement for clinical Services provided by the Center's various programs since City and County have separate contractual arrangements with the Center for the purchase of these mental health, mental retardation, and substance abuse treatment Services delivered by Center to the community.

Other members of the Service Network include:

- ii. Austin Recovery, Inc. Austin Recovery, Inc. offers a continuum of services from detoxification (Level I) to residential and day treatment (Level II and III) to outpatient (Levels III and IV). The Austin Recovery, Inc. facilities serve both males and females. Within the continuum of services, Austin Recovery, Inc. offers two residential, specialized treatment programs for women. One, a Level II program, also houses the woman's dependent children; the other program, Level III, houses the women only, but also provides programming to address parent/child needs, and is for a shorter term. Services may also include: Men's and Women's Transitional Housing for Community Court referrals.
- iii. Seton/Shoal Creek. Seton/Shoal Creek offers specialized detoxification programs for dual diagnosed (Level I) males and females. Referral must come from Austin Recovery, Inc..
- iv. Push-Up Foundations, Inc. Push-Up Foundations offers Assessment, Outpatient treatment (Level III and IV) and Aftercare for women, men, and youth. The programs are located in East Austin, target the East Austin community, and provide culturally sensitive, culturally comprehensive services. Services may also include: Men's and Women's Transitional Housing for Community Court referrals.

- v. Phoenix Academy. Phoenix Academy offers Residential and Day Treatment for chemically abusing/dependent youth.
- vi. Clean Investments. Clean Investments offers Outpatient treatment (Level III and IV) to adults referred by the Community Court and to community referred at risk Youth. .
- vii. Austin Drug & Alcohol Abuse Program (“ADAAP”). ADAAP offers Outpatient treatment (Level III and IV) to Spanish speaking Community Court referred clients.
- viii. Choosing How I live (CHILL). Offers pre-readiness treatment to clients referred by Community Court and youth outpatient.
- ix. Intervention providers currently credentialed under the network authorized to provide services to Youth and Family Assessment Center and The Children’s Partnership youth and other referral sources.

One of the functions of ATCMHMR as the MSO, over time, will be to identify other potential service providers for the treatment continuum that Eligible Clients require. ATCMHMR may use a Request for Proposals (RFP) or other appropriate process which provides adequate competition as required by law to select additional providers to expand capacity and/or fill gaps in Services as necessary for this project with prior written approval of the Department. Center must inform Department in writing of the specific needs and circumstances to be addressed and must secure Department’s written approval in advance of any efforts by Center to secure additional providers for the service network operated under this Agreement.

In addition, existing service providers may request to provide services for additional populations identified as eligible under this Agreement. ATCMHMR shall be responsible for defining minimal performance standards for existing providers to ensure the provider has the necessary administrative and programmatic infrastructure to expand their service array or service population. These criteria may include: past performance, ATCMHMR monitoring results, Department monitoring results, independent audit findings, and any other information deemed relevant to the provider’s administrative and programmatic performance and capacity. Center must inform Department in writing of the specific needs and circumstances to be addressed and must secure Department’s written approval in advance of any efforts by Center to add additional services or target populations to the existing provider network operated under this Agreement.

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\*The Institute of Medicine has defined selective and indicated programming as follows: Selective programming (e.g. mentoring programs aimed at children with school performance or behavioral problems) target those at higher-than-average risk for substance abuse. Indicated programming (e.g. parenting programs for parents with substance abuse problems) target those already using or engaging in other high-risk behaviors (such as delinquency) to prevent chronic use.





**2009 PERFORMANCE MEASURES  
SUBSTANCE ABUSE MSO**

**A. Service Outputs**

ATCMHMR will collect and report to the Department the following service outputs:

**1. Number of Unduplicated Clients Served**

**a. Information Required for Unduplicated Clients Served**

This will be reported by treatment provider and will include the following demographic information for each Eligible Client: gender, ethnicity, age, income status (percent of federal poverty level), zip code of residence (if available), and county of residence (which must be Austin/Travis County).

Referral Source (for each client, by target population) will also be reported.

For all homeless adult Eligible Client served, Center will report the number served who were “literally homeless” and “marginally homeless” (as defined in this Agreement).

ATCMHMR also will report, by treatment provider, the number of Eligible Clients receiving treatment services who were engaged in case management services (external to the treatment provider network) as well, i.e., out of the total number of unduplicated Eligible Clients served.

**b. Estimated Number of Unduplicated Eligible Clients to be Served**

It is estimated that, during the 2009 Renewal Term, approximately 673 unduplicated Eligible Clients will be served collectively from the homeless adult, high-risk women and high-risk youth target populations; plus approximately 118 unduplicated Eligible Clients referred by Downtown Austin Community Court; and approximately 25 unduplicated Eligible Clients referred by Parenting In Recovery. The total number of unduplicated Eligible Clients served during the year will depend on a number of variables, such as: (1) individual intervention/treatment needs (per clinical assessment); (2) treatment retention (per level of service and across the service continuum); (3) linkages between network providers; (4) service capacities available (at time of need); and (5) number of clients referred by Community Court; and (6) number of clients referred by Parenting In Recovery.

**2. Units of Service Provided**

This will be reported by type of service (in the continuum of services) for each target population: e.g., number of initial assessments completed, number of residential detoxification treatment days provided, number of intensive Residential treatment days provided, number of hours of treatment provided for Supportive Outpatient services, etc.

Units of service provided are dependent upon several factors such as: (1) level(s) of service required by individual Eligible Clients and (2) length of stay at the different service levels (to be impacted by Utilization Management guidelines, individual client needs, and treatment retention).

### 3. **Funding Expended**

Funding expended by population (adult and youth) will be reported, to include projected expenditures (by population) for the contract period.

## B. **Client Outcomes**

ATCMHMR will collect and report to the Department the following client outcomes for the 2009 Renewal Term. Performance targets for these outcomes are shown below, specific to the particular target populations to be served under this Agreement.

	<b><u>Measure</u></b>	<b><u>Target Percentage</u></b>
1.	<i>Program Completion Rate (Treatment Retention). DSHS definition of "successful program completion" will be used for this measure.....</i>	66%
2.	<i>Eligible Clients who completed detox services, who were referred to a subsequent level of treatment services.....</i>	100%
3.	<i>Eligible Clients discharged to a stable housing situation.....</i>	80%
4.	<i>Eligible Clients employed or in school or training at discharge. ....</i>	55%
5.	<i>Eligible Clients satisfied with clinical services received.....</i>	95%
6.	<i>Eligible Client abstinence at 60-day follow-up.(non detox).....</i>	70%
7.	<i>Eligible Clients employed or in school or training at 60-day follow-up. ....</i>	60%
8.	<i>Eligible Clients living in a stable housing situation at 60-day follow-up.....</i>	85%
9.	<i>Reduction in criminal behavior (charges/arrests) at 60-day follow-up.....</i>	90%

## C. **Managed Care “Systems” Outcomes**

These systems outcomes include the major benefits expected, over time, from the managed care arrangement described in this Agreement. Center will be responsible for closely monitoring these indicators throughout the year to: (1) identify areas for improvement and (2) implement systems changes, as necessary, to promote the efficiency and effectiveness of the managed care network arrangement.

ATCMHMR will collect and report to the Department the following systems outcomes:

1. **Improved Client Access to Services**

This will be measured in two ways. First, the length of time from the time of request for assessment or services to benefit authorization by Center. The target is 85% of request will be authorized in 48 hours. Second, it will be measured by the length of time from benefit authorization by Center to Eligible Client assessment or admission to service. The target is 100% of assessments or admissions to services will occur within 1 day or retroactively. MSO will report quarterly.

2. **Eligible Client Need to Level of Care and Length of Stay**

This will include a review of Utilization Management decisions by the MSO per client records and reconciliation of authorization, claims and eligible client records. MSO Provider Relations will provide the results biannually.

3. **Annual Network Provider Satisfaction with Center services**

This will include consideration of such factors as ease of communicating with the MSO; promptness of benefit authorizations; appropriateness of benefit authorizations; general customer service, etc. Center will report detailed breakdowns of responses to network provider satisfaction survey questions annually. The target is 90% of those that complete the survey will indicate satisfaction with Center service.

4. **Improvements in Network Continuum of Services**

This information will be provided in narrative form by the Center annually. This area will include, but is not limited to, the Center's identification and closing of gaps in care; capacity obstacles addressed and remedied or improved; Center's efforts with respect to Network development and marketing or community integration of the service system operated under this Agreement, etc.

Center will report (in narrative form) monitoring activities of providers including number of monitoring visits per provider, summaries of findings and corrective actions taken to address under-performance. This is reported bi-annually.

**D. Center Services Outside the Agreement**

Client services provided by ATCMHMR which are not considered to be reimbursable costs under this Agreement will not be counted in the service measures for this Agreement, but may be counted in the service measures for Center under other Agreements between County, City and Center for the purchase of direct client services, as determined by City and County to be appropriate under the terms of those agreements. Center agrees to report to City and/or County under the terms of the relevant agreement any services that are provided as a result of provision of services to Eligible Clients served through this Agreement.



## 2009 BUDGET

### SUBSTANCE ABUSE MSO

#### Budget Funding Sources and Distribution

##### FUNDING SOURCES:

CITY OF AUSTIN .....	\$648,990.00
TRAVIS COUNTY .....	\$611,799.00
TRAVIS COUNTY (FY'09 GRANT FUNDS) .....	\$206,115.00
COMMUNITY COURT.....	<u>\$310,000.00</u>
TOTAL.....	\$1,776,904.00

##### DISTRIBUTION:

#### I. Homeless, High Risk Women & Youth, and Community Court Target Populations

MSO SERVICES.....12%  
Maximum .....\$188,495.00 (12% x \$1,570,789.00)

DIRECT SERVICES (through Providers).....88%  
Maximum: .....\$1,382,294.00 (88% x \$1,570,789.00)

Youth Services. \$ 135,000 of Travis County's non-grant contribution to this Agreement will be used exclusively for youth services, as described in Section III.D of the 2009 Renewal Term Work Statement, "Description of Required Services for High-Risk Youth."

#### II. Parenting In Recovery Target Population (Travis County FY'09 Grant Funds)

MSO SERVICES.....5 %  
Maximum .....\$9,815.00 (5 % x \$196,300.00)

DIRECT SERVICES (through Providers)  
Maximum: .....\$196,300.00

.....

#### *Maximum Total Contract Funds – 2009 Renewal Term*

A maximum total amount of contract funds in the amount of \$1,776,904.00 ("Contract Funds") is available during the 2009 Renewal Term (January 1, 2009 – December 31, 2009), with the exception of the Parenting in Recovery Grant funds which are available according to the terms of the Grant.

#### *Contract Funds – ATCMHMR*

#### I. Homeless, High Risk Women & Youth, and Community Court Target Populations

- ATCMHMR may receive a maximum of 12% of the total amount of non-Grant Contract Funds, or up to \$188,495.00, for the satisfactory implementation and provision of MSO services for the 2009 Renewal Term of this Agreement.

ATCMHMR will be reimbursed for MSO services by requesting an MSO charge of 13.636345% of the total amount of accurate, approved claims (for direct services provided to Eligible Clients under this agreement) for each calendar month of the

2009 Renewal Term up to the annual maximum payment of \$188,495.00 for MSO services for the 2009 Renewal Term.

## **II. Parenting In Recovery Target Population (Travis County FY'09 Grant Funds)**

- ATCMHMR may receive a maximum of 5% of the total billed for direct services each month, up to a maximum of \$9,815.00 for the FY'09 Grant, for the satisfactory implementation and provision of MSO services for the FY'09 Grant money included in the 2009 Renewal Term of this Agreement.

ATCMHMR will be reimbursed for MSO services by requesting an MSO charge of 4.7619% of the total amount of accurate, approved claims (for direct services provided to Eligible Clients under this agreement) during the months of January through September 29 of the 2009 Renewal Term up to a maximum payment of \$9,815.00 for MSO services.

### ***a. Contract Funds – Network Service Providers***

Network Providers. ATCMHMR will negotiate contracts with fee-for-service rates with each of the community-based Network service providers for the 2009 Renewal Term. Costs of Services provided by those providers will be paid for by ATCMHMR using Direct Service Contract Funds in an amount not to exceed the amount shown above in the 2009 Budget (up to \$1,578,594.00) to the Network service providers based on the Services they provide under this Agreement and in accordance with this Work Statement. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by County for services receiving County general or Grant funds. Contracts with providers receiving Grant funds shall incorporate the Grant agreement and all applicable terms of this Amendment as a term and condition.

### ***b. Request for Payment and Status of Funds***

#### Request for Payment:

Per the terms and conditions of this Interlocal Agreement, ATCMHMR will file a complete and correct (as determined by City and County) Request for Payment and Status of Funds Report ("Request for Payment") with the Department within twenty (20) days of the end of each month in which treatment services were delivered to Eligible Clients. The Request will itemize, in detail and per Department specifications, Services provided to Eligible Clients and associated costs. The Request for Payment will distinguish clients served according to funding source such that Grant services and other Agreement services are separated and identified to ensure proper accounting application.

In addition, ATCMHMR, as the MSO, may request

1. for **Homeless, High Risk Women & Youth, and Community Court Target Populations**, 13.636345% (as an MSO charge) of the total amount of approved

claims submitted for reimbursement each month, up to the annual maximum amount of \$188,495.00 for MSO services, and

2. for **Parenting In Recovery Target Population**, 4.7619% (as an MSO charge) of the total amount of approved claims submitted for reimbursement each month, up to a maximum amount of \$9,815.00 for MSO services for the months of January through September 29 of the 2009 Renewal Term.

The ATCMHMR will add the MSO charges to the service reimbursement amount for a total Request for Payment amount.

Target Population Obligations: During the 2009 Renewal Term, ATCMHMR will provide documentation with each monthly Request for Payment showing the amount expended for Services provided as a direct service to each target population. The Center will cooperate with Department throughout the 2009 Renewal Term in allocating City and County Contract Funds for designated target populations, as required by City and County.

**c. Fee-for-Service Rates**

Provider Rates: During the 2009 Renewal Term, all service providers will be reimbursed (for Services delivered to Eligible Clients from January 1, 2009, through December 31, 2009) on a fee-for-service payment arrangement, based on approved claims for Services delivered to Eligible Clients under this Agreement. As of January 1, 2009, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved by the Department and Center. Rates may need to be adjusted at times, contingent upon written approval of the Department, based on market and cost factors and as recommended by ATCMHMR and approved by Department.

Rate Setting: With respect to rate-setting in general under this Agreement, the Center will assist providers with rate development with all rates subject to Department approval. The Center will submit all rate requests (e.g. for new Services, new providers, and/or rate changes) to the Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by Center must be fully negotiated with the provider and submitted to the Department for approval in a timely manner such that Department approval might be reasonably obtained prior to the effective date of the specific written approval/authorization by the Department.

Youth Services: Distribution of \$135,000 in funding from Travis County HHS/VS for Substance Abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center and The Children's Partnership.

***d. Service Estimates and Network Expansion***

Service Estimates: A budgeted minimum estimate of direct services funding to each Target Population for the 2009 Renewal Term is shown below. The Center will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting, except for Parenting in Recovery funds which must be spent according to the grant regulations, notifying the Department within 30 days of making any such adjustment. Department may, at any time, request a review of such adjustments, and ATCMHMR will work with Department if Department determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional Services from current network providers and, contingent upon Department approval, for exceptional referrals for needed Services outside the network and/or for purchasing Services from providers not yet recruited into the network.

**Initial Budgeted Minimum Direct Service Level Estimates for 2009**

<b>Target Population</b>	<b>Amount</b>
Homeless/At Risk Women	\$986,694
Community Court	\$272,800
Youth Treatment Services	\$118,800
Incentives for Eligible Clients Follow-up Surveys	\$4,000
Parenting In Recovery	\$196,300
<b>TOTAL</b>	<b>\$1,578,594.00</b>



NOTE: As mentioned above, the “Proposed Service Levels” (shown in the chart above) are estimates and subject to periodic adjustments by Center during the contract term, as necessary, in order to maximize access to appropriate services for Eligible Clients to be served under this Agreement during 2009.

Network Expansion: The need for service network expansion will be evaluated by ATCMHMR on an ongoing basis in order to ensure adequate service capacity, access to Services, and availability of the continuum of Services required by City and County for Eligible Clients under this Agreement. Center will make written recommendations to the Department as necessary and obtain Department approval in writing within 30 days.



**EXHIBIT 2**  
**ETHICS AFFIDAVIT**



STATE OF TEXAS }  
COUNTY OF TRAVIS }

### ETHICS AFFIDAVIT

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Contractor: \_\_\_\_\_  
County of Contractor: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons associated with this invitation for bids which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name has not already been disclosed.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_  
on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Typed or printed name of notary  
My commission expires: \_\_\_\_\_

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

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If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365 day period immediately prior to the date on which this bid is due with any key person.

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**August 6, 2008**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant .....	Cheryl Brown	
Executive Assistant.....	Nicole Grant*	
Executive Assistant.....	Melissa Velásquez	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis .....	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer .....	Daffer McDonald, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon*	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3.....	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse).....	Charlyn Daugherty.....	Commemorative Brands, Inc.
Executive Assistant.....	Robert Moore	
Executive Assistant.....	Martin Zamzow	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
Special Assistant to Comm. Court.....	Christian Smith*	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor .....	Susan Spataro	
Executive Manager, Administrative .....	Alicia Perez	
Executive Manager, Budget & Planning .	Rodney Rhoades*	
Exec Manager, Emergency Services.....	Danny Hobby	
Exec Manager, Health/Human Services.	Sherri E. Fleming	
Executive Manager, TNR .....	Joseph Gieselman	
Exec Manager, Criminal Justice Planning	Roger Jeffries*	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .	Randy Leavitt	
Executive Assistant, Civil Division .....	Jim Collins	
Director, Transactions Division .	John Hille	
Attorney, Transactions Division .	Tamara Armstrong	
Attorney, Transactions Division .	Daniel Bradford*	
Attorney, Transactions Division .	Mary Etta Gerhardt	
Attorney, Transactions Division .	Barbara Wilson	
Attorney, Transactions Division .	Jim Connolly	
Attorney, Transactions Division .	Tenley Aldredge	
Attorney, Transactions Division .	Julie Joe	
Attorney, Transactions Division .	Christopher Gilmore*	
Attorney, Transactions Division .	Stacy Wilson	
Attorney, Transactions Division .	Sarah Churchill*	
Purchasing Agent .....	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	

## CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV .. .. .	Diana Gonzalez	
Purchasing Agent Assistant IV .. .. .	Lee Perry	
Purchasing Agent Assistant IV .. .. .	Jason Walker	
Purchasing Agent Assistant IV .. .. .	Richard Villareal	
Purchasing Agent Assistant IV .. .. .	Oralia Jones, CPPB	
Purchasing Agent Assistant IV .. .. .	Lori Clyde, CPPB	
Purchasing Agent Assistant IV .. .. .	Scott Wilson*	
Purchasing Agent Assistant IV .. .. .	Jorge Talavera, CPPB	
Purchasing Agent Assistant III... .. .	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III... .. .	Michael Long, CPPB	
Purchasing Agent Assistant III... .. .	Rebecca Gardner	
Purchasing Agent Assistant III... .. .	Rosalinda Garcia	
Purchasing Agent Assistant III... .. .	Loren Breland	
Purchasing Agent Assistant II.... .. .	Donald E. Rollack	
Purchasing Agent Assistant II.... .. .	Nancy Barchus, CPPB	
HUB Coordinator .....	Sylvia Lopez	
HUB Specialist. ....	Betty Chapa	
HUB Specialist. ....	Jerome Guerrero	
Purchasing Business Analyst .... .. .	Scott Worthington	
TNR .....		

## FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV .....	Vic Chanmugam, C.P.M.....	02/07/09
Executive Assistant.....	Dan Smith .....	02/15/09

\* - Identifies employees who have been in that position less than a year.



**EXHIBIT 3**  
**GRANT FORMS**



### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of Information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of Information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-846) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p><b>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b></p> <p>Completed on submission to Grants.gov</p>	<p><b>* TITLE</b></p> <p></p>
<p><b>* APPLICANT ORGANIZATION</b></p> <p></p>	<p><b>* DATE SUBMITTED</b></p> <p>Completed on submission to Grants.gov</p>

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS – (USDHHS)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

### Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:  
  
*Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);  
  
*Conviction* means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;  
  
*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;  
  
*Employee* means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

# CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS - (USDHHS)

## Certification Regarding Drug-Free Workplace Requirements

### Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code): \_\_\_\_\_

☐ Check if there are workplaces on file that are not identified here.

### Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.



**CERTIFICATION REGARDING MAINTENANCE OF EFFORT — (USDHHS)**

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the

\_\_\_\_\_ Program by  
\_\_\_\_\_ (Applicant Organization), will be  
in addition to, and not in substitution for, comparable activities previously carried on  
without Federal assistance.

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS—(USDHHS)

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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### Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS—(USDHHS)**

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

#### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE —  
(USDHHS)**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

**Protection of Human Subjects**  
**Assurance Identification/IRB Certification/Declaration of Exemption**  
**(Common Rule)**

*Policy:* Research activities involving human subjects may not be conducted or supported by the Departments and Agencies adopting the Common Rule (56FR28003, June 18, 1991) unless the activities are exempt from or approved in accordance with the Common Rule. See section 101(b) of the Common Rule for exemptions. Institutions submitting applications or proposals for support must submit certification of appropriate Institutional Review Board (IRB) review and approval to the Department or Agency in accordance with the Common Rule.

Institutions must have an assurance of compliance that applies to the research to be conducted and should submit certification of IRB review and approval with each application or proposal unless otherwise advised by the Department or Agency.

1. Request Type <input type="checkbox"/> ORIGINAL <input type="checkbox"/> CONTINUATION <input type="checkbox"/> EXEMPTION	2. Type of Mechanism <input type="checkbox"/> GRANT <input type="checkbox"/> CONTRACT <input type="checkbox"/> FELLOWSHIP <input type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> OTHER: _____	3. Name of Federal Department or Agency and, if known, Application or Proposal Identification No.
4. Title of Application or Activity		5. Name of Principal Investigator, Program Director, Fellow, or Other

6. Assurance Status of this Project (*Respond to one of the following*)

- ☐ This Assurance, on file with Department of Health and Human Services, covers this activity:  
Assurance Identification No. \_\_\_\_\_, the expiration date \_\_\_\_\_ IRB Registration No. \_\_\_\_\_
- ☐ This Assurance, on file with (agency/dept) \_\_\_\_\_, covers this activity.  
Assurance No. \_\_\_\_\_, the expiration date \_\_\_\_\_ IRB Registration/Identification No. \_\_\_\_\_ (if applicable)
- ☐ No assurance has been filed for this institution. This institution declares that it will provide an Assurance and Certification of IRB review and approval upon request.
- ☐ Exemption Status: Human subjects are involved, but this activity qualifies for exemption under Section 101(b), paragraph \_\_\_\_\_.

7. Certification of IRB Review (*Respond to one of the following IF you have an Assurance on file*)

- ☐ This activity has been reviewed and approved by the IRB in accordance with the Common Rule and any other governing regulations.  
by: ☐ Full IRB Review on (date of IRB meeting) \_\_\_\_\_ or ☐ Expedited Review on (date) \_\_\_\_\_  
☐ If less than one year approval, provide expiration date \_\_\_\_\_
- ☐ This activity contains multiple projects, some of which have not been reviewed. The IRB has granted approval on condition that all projects covered by the Common Rule will be reviewed and approved before they are initiated and that appropriate further certification will be submitted.

8. Comments

9. The official signing below certifies that the information provided above is correct and that, as required, future reviews will be performed until study closure and certification will be provided.	10. Name and Address of Institution	
11. Phone No. (with area code)		
12. Fax No. (with area code)		
13. Email:		
14. Name of Official	15. Title	
16. Signature		17. Date

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Public reporting burden for this collection of information is estimated to average less than an hour per response. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: OS Reports Clearance Officer, Room 503 200 Independence Avenue, SW., Washington, DC 20201. Do not return the completed form to this address.



**EXHIBIT 4**

**GRANT AMENDMENT**





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MODIFICATION OF CONTRACT NUMBER: <u>IL060341RE</u> , Substance Abuse Services Page 1 of 13			
ISSUED BY:	PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <u>Rebecca Gardner</u> TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>October 23, 2008</b>
ISSUED TO:	<b>Austin/Travis County MHMR</b> P.O. Box 3548 Austin, TX 78764-3548	MODIFICATION NO.: <b>5</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>January 1, 2006</b>
ORIGINAL CONTRACT TERM DATES: <u>January 1, 2006-December 31, 2006</u>		CURRENT CONTRACT TERM DATES: <u>January 1, 2008-December 31, 2008</u>	
FOR TRAVIS COUNTY INTERNAL USE ONLY:			
Original Contract Amount: <u>\$1,507,151.00</u>		Current Modified Amount <u>\$1,973,462.00</u>	
<p><b>DESCRIPTION OF CHANGES:</b> Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.</p> <p>The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:</p> <ol style="list-style-type: none"> <li>Funding is increased as follows: <div style="display: flex; justify-content: space-between;"> <div> <p>From:</p> <p>County: \$906,114.00</p> <p>City: \$937,043.00</p> </div> <div> <p>To:</p> <p>County: \$1,036,419.00</p> <p>City: \$937,043.00</p> </div> </div> <p>Contract funds are not to exceed \$1,973,462.00 for the 2008 term.</p> </li> <li>Substitute Exhibit 1 "Amended 2008 Renewal Term Performance Measures and Budget" as attached to this modification for the original "2008 Renewal Term Performance Measures and Budget".</li> <li>The Contract is amended according to the terms of the attachment to this Modification, all of which are hereby made a part of the Contract and constitute promised performances by the Contractor in accordance with all terms of the Contract, as amended.</li> <li>The changes in this Modification are effective upon signature by both parties.</li> </ol>			
<p><b>Note to Vendor/City:</b></p> <p><input checked="" type="checkbox"/> Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.</p> <p><input type="checkbox"/> DO NOT execute and return to Travis County. Retain for your records.</p>			
<p>LEGAL BUSINESS NAME: <u>AGCMHMR</u></p> <p>BY: <u>[Signature]</u></p> <p>SIGNATURE</p> <p>BY: <u>DAVID EVANS</u></p> <p>PRINT NAME</p> <p>TITLE: <u>Executive Director</u></p> <p>ITS DULY AUTHORIZED AGENT</p>			<p><input type="checkbox"/> DBA</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> OTHER</p> <p>DATE:</p> <p><u>10/27/08</u></p>
<p>TRAVIS COUNTY, TEXAS</p> <p>BY: <u>[Signature]</u></p> <p>CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT</p>			<p>DATE:</p> <p><u>10/30/08</u></p>
<p>TRAVIS COUNTY, TEXAS</p> <p>BY: <u>[Signature]</u></p> <p>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</p>			<p>DATE:</p> <p><u>11-7-08</u></p>
<p>CITY OF AUSTIN, TEXAS</p> <p>BY: _____</p> <p>TOBY FUTRELL OR DESIGNEE, AUSTIN CITY MANAGER</p>			<p>DATE:</p>

**AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN TRAVIS COUNTY,**  
**THE CITY OF AUSTIN AND**  
**THE AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER FOR**  
**SUBSTANCE ABUSE TREATMENT AND**  
**RELATED BEHAVIORAL HEALTHCARE AND SUPPORT SERVICES**  
**TO ADD PARENTING IN RECOVERY SERVICES**

This Amendment ("Amendment") of Interlocal Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), The City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Austin Travis County Mental Health Mental Retardation Center ("Center").

County, City and Center entered into an agreement to provide mental health, mental retardation and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began January 1, 2006, and terminated December 31, 2006 ("Initial Agreement Term").

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provided for renewal and amendment of the agreement by the written agreement of the Parties.

Pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms continuing through December 31, 2008.

County, City and Center previously amended the Agreement to add County funds relating to the County's Parenting in Recovery Grant ("Grant Amendment") to cover services to be provided from the effective date of February 11, 2008 through the end of the current Agreement Term beginning January 1, 2008, and continuing through December 31, 2008 (" '08 Renewal Term").

County, City and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

**1.0 GENERAL TERMS.**

1.1 **2008 Renewal Term.** The Parties acknowledge and agree that, pursuant to Section 2.2, "Renewal Term(s)," the Agreement has been renewed for an additional term beginning January 1, 2008, and terminating December 31, 2008 ("2008 Renewal Term") and amended by written agreement of the Parties ("2008 Renewal/Amendment").

1.2 **Parenting in Recovery Grant.** The Parties agree that the Agreement was previously amended to add County funds relating to the County's Parenting in Recover ("PIR") Grant to cover services to be provided from the effective date of that amendment of February 11, 2008 through the end of the current Agreement Term beginning January 1, 2008, and continuing through December 31, 2008 (" '08 Renewal Term").

1.3 **Amendment Term.** The Parties agree that the terms of this Amendment will cover services provided from September 30, 2008, through December 31, 2008 ("Amendment Term"). This money will be County Funds received by County through the PIR Grant during the '09 grant fiscal year (beginning September 30, 2008, and continuing through September 29, 2009).

## 2.0 ENTIRE AGREEMENT

### 2.1 Attachments.

2.1.1 Attachment A - Work Statement. The Parties agree that, as to the 2008 Renewal Term, Attachment A-08, "2008 Renewal Term Work Statement, Performance Measures and Budget," as set forth in the 2008 Renewal/Amendment, the portions related to the Performance Measures and Budget will be deleted and "Amended 2008 Renewal Term Performance Measures and Budget," attached to this Amendment as Exhibit 1, will be substituted and apply to performance during the 2008 Renewal Term. The Work Statement remains unchanged by this Amendment. All attachments to this Amendment are incorporated into this Agreement as if recited verbatim herein.

### 2.1.2 Attachment A - Budget.

(a) The Parties agree to amend the County total by adding One Hundred Thirty Thousand, Three Hundred and Five Dollars (\$130,305.00), for a total amount in Grant Funds of Four Hundred Twenty-Four Thousand, Six Hundred and Twenty Dollars (\$424,620.00). The source for the additional \$130,305.00 will be the fiscal year '09 Grant Funds.

(b) The Parties agree that the new total for the maximum funds allowed under the Agreement will be as set forth in Exhibit 1 of this Amendment.

## 3.0 FINANCIAL PROVISIONS

3.1 Grant Activities. The Parties agree to amend Section 3.3, "Grant Activities," by increasing the amount of Grant Funds provided by County by an additional One Hundred Thirty Thousand, Three Hundred and Five Dollars (\$130,305.00), for a total amount in Grant Funds of Four Hundred Twenty-Four Thousand, Six Hundred and Twenty Dollars (\$424,620.00).

3.2 Maximum Funds. The Parties agree to amend Section 13.1.1(a) by increasing the amount of County funds by an additional One Hundred Thirty Thousand, Three Hundred and Five Dollars (\$130,305.00), resulting in the following new totals:

County	<u>\$1,036,419.00</u>
City	<u>\$ 937,043.00</u>
TOTAL	<u>\$1,973,462.00</u>

The County's agreed funding total as stated above includes \$424,620.00 provided through the Grant. Should Grant funding be withdrawn or otherwise not provided to the County, the County's not-to-exceed amount shall be reduced accordingly. County shall notify Center in writing of any decrease in Grant funds, and shall not be responsible for payment of any expenses incurred for Grant activities provided by Center after such notice.

3.3 Fiscal Year Limitations. The requirements related to fiscal year limitations on County funds set forth in Section 13.1.2(a) - "Amended 2008 Renewal Term Fiscal Year Limitation," will be amended by deleting subsections (i) - (iv), County, and substituting the following:

	County		
(i)	January 1, 2008 - September 30, 2008	(75% of total)	\$458,849.25
(ii)	October 1, 2008 - December 31, 2008	(25% of total)	\$152,949.75
(iii)	January 1, 2008 - September 29, 2008	(FY '08 Grant)	\$294,315.00
(iv)	September 30, 2008 - December 31, 2008	(FY '09 Grant)	\$130,305.00

The County funding set forth in the spending limitations in subsections (i) and (ii) above reflects funding provided from the County's General Fund only. Grant funds referenced in subsections (iii) and (iv) will be expended according to the terms of the Grant.

All provisions of Section 13.1.2(a) not changed in this Section 3.3 shall remain the same and in full force and effect.

#### **4.0 INCORPORATION**

4.1 County, City and Center hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County, City and Contractor hereby ratify all the terms and conditions of the Amended as amended. The Agreement, as amended, with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

4.2 The Parties agree that all requirements and obligations of the Agreement, as amended, which have not been specifically changed by this Amendment which make reference to the Agreement Period prior to this Amendment apply in the same manner to performance by the Parties during the 2008 Renewal Term of the Agreement as amended.

#### **5.0 EFFECTIVE DATE**

6.1 This Amendment is effective September 30, 2008, when it is approved and signed by all Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

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**EXHIBIT 1**  
**ATTACHMENT A-08**  
**AMENDED 2008 RENEWAL TERM**  
**PERFORMANCE MEASURES AND BUDGET**

2008 RENEWAL TERM AMENDED BUDGET  
SUBSTANCE ABUSE MSO

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**F. Budget Funding Sources and Distribution**

**FUNDING SOURCES:**

CITY OF AUSTIN .....	\$627,043.00
TRAVIS COUNTY .....	\$611,799.00
TRAVIS COUNTY (FY'08 GRANT FUNDS) .....	\$294,315.00
TRAVIS COUNTY (FY'09 GRANT FUNDS) .....	\$130,305.00
COMMUNITY COURT.....	<u>\$310,000.00</u>
TOTAL.....	\$1,973,462.00

**DISTRIBUTION:**

**I. Homeless, High Risk Women & Youth , and Community Court Target Populations**

MSO SERVICES.....12%  
Maximum .....\$185,861.00 (12% x \$1,548,842.00)

DIRECT SERVICES (through Providers).....88%  
Maximum: .....\$1,362,981.00 (88% x \$1,548,842.00)

Youth Services. \$ 135,000 of Travis County's contribution to this Agreement will be used exclusively for youth services, as described in Section III.D of the 2008 Renewal Term Work Statement, "Description of Required Services for High-Risk Youth."

**II. Parenting In Recovery Target Population (Travis County FY'08 Grant Funds)**

MSO SERVICES.....5 %  
Maximum .....\$14,015.00 (5 % x \$280,300.00)

DIRECT SERVICES (through Providers)  
Maximum: .....\$280,300.00

**III. Parenting In Recovery Target Population (Travis County FY'09 Grant Funds)**

MSO SERVICES.....5 %  
Maximum .....\$6,205.00 (5 % x \$124,100.00)

DIRECT SERVICES (through Providers)  
Maximum: .....\$124,100.00

.....  
**2. Maximum Total Contract Funds – 2008 Renewal Term**

A maximum total amount of contract funds in the amount of \$1,973,462.00 ("Contract Funds") is available during the 2008 Renewal Term (January 1, 2008 – December 31, 2008), with the exception of the Parenting in Recovery Grant funds which are available according to the terms of the Grant.

**3. Contract Funds – ATCMHMR**

**I. Homeless, High Risk Women & Youth, and Community Court Target Populations**

- ATCMHMR may receive a maximum of 12% of the total amount of non-Grant Contract Funds, or up to \$185,861.00, for the satisfactory implementation and provision of MSO services for the 2008 Renewal Term of this Agreement.

ATCMHMR will be reimbursed for MSO services by requesting an MSO charge of 13.636345% of the total amount of accurate, approved claims (for direct services provided to Eligible Clients under this agreement) for each calendar month of the

2008 Renewal Term up to the annual maximum payment of \$185,861.00 for MSO services for the 2008 Renewal Term.

**II. Parenting In Recovery Target Population (Travis County FY'08 Grant Funds)**

- ATCMHMR may receive a maximum of 5% of the total amount of Contract Funds provided by Grant money for direct services, or up to \$14,015.00, for the satisfactory implementation and provision of MSO services for the 2008 Renewal Term of this Agreement.

ATCMHMR will be reimbursed for MSO services by requesting an MSO charge of 4.7619% of the total amount of accurate, approved claims (for direct services provided to Eligible Clients under this agreement) during the months of January through September of the 2008 Renewal Term up to a maximum payment of \$14,015.00 for MSO services.

**III. Parenting In Recovery Target Population (Travis County FY'09 Grant Funds)**

- ATCMHMR may receive a maximum of 5% of the total amount of Contract Funds provided by FY'09 Grant money for direct services, or up to \$6,205.00, for the satisfactory implementation and provision of MSO services for the FY'09 Grant money included in the 2008 Renewal Term of this Agreement.

ATCMHMR will be reimbursed for MSO services by requesting an MSO charge of 4.7619% of the total amount of accurate, approved claims (for direct services provided to Eligible Clients under this agreement) during the months of October through December of the 2008 Renewal Term up to a maximum payment of \$6,205.00 for MSO services.

***a. Contract Funds – Network Service Providers***

Network Providers. ATCMHMR will negotiate contracts with fee-for-service rates with each of the community-based Network service providers for the 2008 Renewal Term. Costs of Services provided by those providers will be paid for by ATCMHMR using Direct Service Contract Funds in an amount not to exceed the amount shown above in the 2008 Renewal Term Work Statement (up to \$1,767,381.00) to the Network service providers based on the Services they provide under this Agreement and in accordance with this Work Statement. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by County for services receiving County general or Grant funds. Contracts with providers receiving Grant funds shall incorporate the Grant agreement and all applicable terms of this Amendment as a term and condition.

**b. Request for Payment and Status of Funds**

**Request for Payment:**

Per the terms and conditions of this Interlocal Agreement, ATCMHMR will file a complete and correct (as determined by City and County) Request for Payment and Status of Funds Report ("Request for Payment") with the Department within twenty (20) days of the end of each month in which treatment services were delivered to Eligible Clients. The Request will itemize, in detail and per Department specifications, Services provided to Eligible Clients and associated costs. The Request for Payment will distinguish clients served according to funding source such that Grant services and other Agreement services are separated and identified to ensure proper accounting application.

In addition, ATCMHMR, as the MSO, may request

1. **for Homeless, High Risk Women & Youth, and Community Court Target Populations, 13.636345%** (as an MSO charge) of the total amount of approved claims submitted for reimbursement each month, up to the annual maximum amount of \$185,861.00 for MSO services, and
2. **for Parenting In Recovery Target Population, 4.7619%** (as an MSO charge) of the total amount of approved claims submitted for reimbursement each month, up to a maximum amount of \$14,015.00 for MSO services for the months of January through September of the 2008 Renewal Term.
3. **for Parenting In Recovery Target Population, 4.7619%** (as an MSO charge) of the total amount of approved claims submitted for reimbursement each month, up to a maximum amount of \$6,205.00 for MSO services for the months of October through December of the 2008 Renewal Term.

The ATCMHMR will add the MSO charges to the service reimbursement amount for a total Request for Payment amount.

**Target Population Obligations:** During the 2008 Renewal Term, ATCMHMR will provide documentation with each monthly Request for Payment showing the amount expended for Services provided as a direct service to each target



population. The Center will cooperate with Department throughout the 2008 Renewal Term in allocating City and County Contract Funds for designated target populations, as required by City and County.

*c. Fee-for-Service Rates*

**Provider Rates:** During the 2008 Renewal Term, all service providers will be reimbursed (for Services delivered to Eligible Clients from January 1, 2008, through December 31, 2008) on a fee-for-service payment arrangement, based on approved claims for Services delivered to Eligible Clients under this Agreement. As of January 1, 2008, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved by the Department and Center. Rates may need to be adjusted at times, contingent upon written approval of the Department, based on market and cost factors and as recommended by ATCMHMR and approved by Department.

**Rate Setting:** With respect to rate-setting in general under this Agreement, the Center will assist providers with rate development with all rates subject to Department approval. The Center will submit all rate requests (e.g. for new Services, new providers, and/or rate changes) to the Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by Center must be fully negotiated with the provider and submitted to the Department for approval in a timely manner such that Department approval might be reasonably obtained prior to the effective date of the specific written approval/authorization by the Department.

**Youth Services:** Distribution of \$135,000 in funding from Travis County HHS/VS for Substance Abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center and The Children's Partnership.

*d. Service Estimates and Network Expansion*

**Service Estimates:** A budgeted minimum estimate of direct services funding to each Target Population for the 2008 Renewal Term is shown below. The Center will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting, notifying the Department within 30 days of making any such adjustment. Department may, at any time, request a review of such adjustments, and ATCMHMR will work with Department if Department determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional Services from current network providers and, contingent upon Department approval, for exceptional referrals for needed Services outside the network and/or for purchasing Services from providers not yet recruited into the network.

**Initial Budgeted Minimum Direct Service Level Estimates for 2008**

Target Population	Amount
Homeless/At Risk Women	\$967,381
Community Court	\$272,800
Youth Treatment Services	\$118,800
Incentives for Eligible Clients Follow-up Surveys	\$4,000
Parenting In Recovery	\$404,400
<b>TOTAL</b>	<b>\$1,767,381.00</b>

NOTE: As mentioned above, the "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by Center during the contract term, as necessary, in order to maximize access to appropriate services for Eligible Clients to be served under this Agreement during 2008.

**Network Expansion:** The need for service network expansion will be evaluated by ATCMHMR on an ongoing basis in order to ensure adequate service capacity, access to Services, and availability of the continuum of Services required by City and County for Eligible Clients under this Agreement. Center will make written recommendations to the Department as necessary and obtain Department approval in writing within 30 days.

**ATTACHMENT B-08  
2008 RENEWAL TERM PERFORMANCE MEASURES  
SUBSTANCE ABUSE MSO**

**A. Service Outputs**

ATCMHMR will collect and report to the Department the following service outputs:

**1. Number of Unduplicated Clients Served**

**a. Information Required for Unduplicated Clients Served**

This will be reported by treatment provider and will include the following demographic information for each Eligible Client: gender, ethnicity, age, income status (percent of federal poverty level), zip code of residence (if available), and county of residence (which must be Austin/Travis County).

Referral Source (for each client, by target population) will also be reported.

For all homeless adult Eligible Client served, Center will report the number served who were "literally homeless" and "marginally homeless" (as defined in this Agreement).

ATCMHMR also will report, by treatment provider, the number of Eligible Clients receiving treatment services who were engaged in case management services (external to the treatment provider network) as well, i.e., out of the total number of unduplicated Eligible Clients served.

**b. Estimated Number of Unduplicated Eligible Clients to be Served**

It is estimated that, during the 2008 Renewal Term, approximately 673 unduplicated Eligible Clients will be served collectively from the homeless adult, high-risk women and high-risk youth target populations; plus approximately 118 unduplicated Eligible Clients referred by Downtown Austin Community Court; and approximately 32 unduplicated Eligible Clients referred by Parenting In Recovery. The total number of unduplicated Eligible Clients served during the year will depend on a number of variables, such as: (1) individual intervention/treatment needs (per clinical assessment); (2) treatment retention (per level of service and across the service continuum); (3) linkages between network providers; (4) service capacities available (at time of need); and (5) number of clients referred by Community Court; and (6) number of clients referred by Parenting In Recovery.

**2. Units of Service Provided**

This will be reported by type of service (in the continuum of services) for each target population: e.g., number of initial assessments completed, number of residential detoxification treatment days provided, number of intensive Residential treatment days provided, number of hours of treatment provided for Supportive Outpatient services, etc.

Units of service provided are dependent upon several factors such as: (1) level(s) of service required by individual Eligible Clients and (2) length of stay at the different service levels (to be impacted by Utilization Management guidelines, individual client needs, and treatment retention).

**3. Funding Expended**

Funding expended by population (adult and youth) will be reported, to include projected expenditures (by population) for the contract period.

**B. Client Outcomes**

ATCMHMR will collect and report to the Department the following client outcomes for the 2008 Renewal Term. Performance targets for these outcomes are shown below, specific to the particular target populations to be served under this Agreement.

<u>Measure</u>	<u>Target Percentage</u>
1. <i>Program Completion Rate (Treatment Retention). DSHS definition of "successful program completion" will be used for this measure.....</i>	66%
2. <i>Eligible Clients who completed detox services, who were referred to a subsequent level of treatment services.....</i>	100%
3. <i>Eligible Clients discharged to a stable housing situation.....</i>	80%
4. <i>Eligible Clients employed or in school or training at discharge.....</i>	55%
5. <i>Eligible Clients satisfied with clinical services received.....</i>	95%
6. <i>Eligible Client abstinence at 60-day follow-up.(non detox).....</i>	70%
7. <i>Eligible Clients employed or in school or training at 60-day follow-up.....</i>	60%
8. <i>Eligible Clients living in a stable housing situation at 60-day follow-up.....</i>	85%
9. <i>Reduction in criminal behavior (charges/arrests) at 60-day follow-up.....</i>	90%

**C. Managed Care "Systems" Outcomes**

These systems outcomes include the major benefits expected, over time, from the managed care arrangement described in this Agreement. Center will be responsible for closely monitoring these indicators throughout the year to: (1) identify areas for improvement and (2) implement systems changes, as necessary, to promote the efficiency and effectiveness of the managed care network arrangement.

ATCMHMR will collect and report to the Department the following systems outcomes:

1. **Improved Client Access to Services**

This will be measured in two ways. First, the length of time from the time of request for assessment or services to benefit authorization by Center. The target is 85% of request will be authorized in 48 hours. Second, it will be measured by the length of time from benefit authorization by Center to Eligible Client assessment or admission to service. The target is 100% of assessments or admissions to services will occur within 1 day or retroactively. MSO will report quarterly.

2. **Eligible Client Need to Level of Care and Length of Stay**

This will include a review of Utilization Management decisions by the MSO per client records and reconciliation of authorization, claims and eligible client records. MSO Provider Relations will provide the results biannually.

3. **Annual Network Provider Satisfaction with Center services**

This will include consideration of such factors as ease of communicating with the MSO; promptness of benefit authorizations; appropriateness of benefit authorizations; general customer service, etc. Center will report detailed breakdowns of responses to network provider satisfaction survey questions annually. The target is 90% of those that complete the survey will indicate satisfaction with Center service.

4. **Improvements in Network Continuum of Services**

This information will be provided in narrative form by the Center annually. This area will include, but is not limited to, the Center's identification and closing of gaps in care; capacity obstacles addressed and remedied or improved; Center's efforts with respect to Network development and marketing or community integration of the service system operated under this Agreement, etc.

Center will report (in narrative form) monitoring activities of providers including number of monitoring visits per provider, summaries of findings and corrective actions taken to address under-performance. This is reported bi-annually.

D. **Center Services Outside the Agreement**

Client services provided by ATCMHMR which are not considered to be reimbursable costs under this Agreement will not be counted in the service measures for this Agreement, but may be counted in the service measures for Center under other Agreements between County, City and Center for the purchase of direct client services, as determined by City and County to be appropriate under the terms of those agreements. Center agrees to report to City and/or County under the terms of the relevant agreement any services that are provided as a result of provision of services to Eligible Clients served through this Agreement.



**EXHIBIT 5**

**NOTICE OF GRANT AWARD**





**Department of Health and Human Services  
Administration for Children and Families  
Financial Assistance Award (FAA)**

1. RECIPIENT

SAI NUMBER:

PMS DOCUMENT NUMBER:  
90CU003902

46

<b>1. AWARDING OFFICE:</b> Administration for Children and Families		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 90CU0039/02	<b>4. AMEND. NO.:</b>
<b>5. TYPE OF AWARD:</b> OTHER		<b>6. TYPE OF ACTION:</b> Non-competing Continuation	<b>7. AWARD AUTHORITY:</b> Prom S & S Fam. Sec. 437 (f) title IV-B42 U.	
<b>8. BUDGET PERIOD:</b> 09/30/2008 THRU 09/29/2009		<b>9. PROJECT PERIOD:</b> 09/30/2007 THRU 09/29/2012		<b>10. CAT NO.:</b> 93087 ...
<b>11. RECIPIENT ORGANIZATION:</b> Travis County Health and Human Services 100 North IH 35 Austin TX 78701 Samuel Biscoe, Travis County Judge			<b>12. PROJECT / PROGRAM TITLE:</b> Targeted Grants: Methamphetamine and other Substance Abuse	
<b>13. COUNTY:</b> TRAVIS	<b>14. CONGR. DIST.:</b> 25	<b>15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:</b> Laura Peveto, Prevention and Intervention Manager		
<b>16. APPROVED BUDGET:</b>		<b>17. AWARD COMPUTATION:</b>		
Personnel..... \$ 0		A. NON-FEDERAL SHARE..... \$ 91,203 15.43 %		
Fringe Benefits..... \$ 0		B. FEDERAL SHARE..... \$ 500,000 84.57 %		
Travel..... \$ 10,080				
Equipment..... \$ 0		<b>18. FEDERAL SHARE COMPUTATION:</b>		
Supplies..... \$ 0		A. TOTAL FEDERAL SHARE..... \$ 500,000		
Contractual..... \$ 437,920		B. UNOBLIGATED BALANCE FEDERAL SHARE..... \$		
Facilities/Construction..... \$ 0		C. FED. SHARE AWARDED THIS BUDGET PERIOD. \$ 500,000		
Other..... \$ 52,000		<b>19. AMOUNT AWARDED THIS ACTION:</b>		\$ 500,000
Direct Costs..... \$ 500,000		<b>20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:</b>		\$ 1,000,000
Indirect Costs..... \$ 0		<b>21. AUTHORIZED TREATMENT OF PROGRAM INCOME:</b>		
At % of \$		ADDITIONAL COSTS		
In Kind Contributions..... \$ 0		<b>22. APPLICANT EIN:</b> 1-746000192-A5	<b>23. PAYEE EIN:</b> 1-746000192-A5	<b>24. OBJECT CLASS:</b> 41.51
Total Approved Budget(**).. \$ 500,000				

**25. FINANCIAL INFORMATION:**

DUNS: 030908842

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
ACF	90CU003902	75-8-1512	2008 G996440	\$500,000		

**26. REMARKS:** (Continued on separate sheets)

Paid by DHHS Payment Management System (PMS), see attached for payment information.  
This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.  
This includes requirements in Parts I and II (available at <http://www.hhs.gov/grantsnet/adminis/gpd/index.htm>) of the HHS GPS.  
Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74 or 92, directly apply to this award apart from any coverage in the HHS GPS.  
This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).  
For the full text of the award term, go to [http://www.acf.hhs.gov/grants/award\\_term.html](http://www.acf.hhs.gov/grants/award_term.html).

<b>27. SIGNATURE - ACF GRANTS OFFICER</b>		<b>DATE:</b>	<b>28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY</b>	
Ben L. Sharp <i>Ben L. Sharp</i>		9/11/08	Catherine F. Wade <i>Charles Gaskins</i> 9/12/08	
<b>29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)</b>			<b>DATE:</b>	
Joan E. Ohi, Commissioner, ACYF <i>Joan E. Ohi</i>			9/22/08	

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
FINANCIAL ASSISTANCE AWARD**

1. RECIPIENT

SAI NUMBER:

PMS DOCUMENT NUMBER:  
90CU003902

<b>1. AWARDING OFFICE:</b> Administration for Children and Families		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 90CU0039/02	<b>4. AMEND. NO.</b>
<b>5. TYPE OF AWARD:</b> OTHER		<b>6. TYPE OF ACTION:</b> Non-competing Continuation	<b>7. AWARD AUTHORITY:</b> Prom S & S Fam. Sec. 437 (f) title	
<b>8. BUDGET PERIOD:</b> 09/30/2008 THRU 09/29/2009		<b>9. PROJECT PERIOD:</b> 09/30/2007 THRU 09/29/2012		<b>10. CAT NO.:</b> 93087

**11. RECIPIENT ORGANIZATION:**  
Travis County, Health and Human Services

BY: Samuel T. Biscoe Date: 11-4-08

Samuel T. Biscoe  
Travis County Judge

**26. REMARKS:** (Continued from previous page)

This grant is subject to the requirements as set forth in 45 CFR Part 87.  
Attached are terms and conditions, reporting requirements, and payment instructions.  
Initial expenditure of funds by the grantee constitutes acceptance of this award.  
(\*\*) Reflects only federal share of approved budget.  
Grantee assumes complete responsibility for the administration and accountability for all funds received under this award.

Federal Share: \$500,000, 84.57% and Grantee Match: \$91,203, 15.43%



**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**ADMINISTRATION FOR CHILDREN AND FAMILIES (ACF)**

# **STANDARD TERMS AND CONDITIONS**

**Has been replaced with the**

## **HHS Grants Policy Statement** **(HHS GPS)**

**[http://intranet.acf.hhs.gov/offices/oa/ofs/dgp/docs\\_07/HHSGPS\\_107.doc](http://intranet.acf.hhs.gov/offices/oa/ofs/dgp/docs_07/HHSGPS_107.doc)**



## **ADMINISTRATION FOR CHILDREN AND FAMILIES**

### **AWARD TERM AND CONDITION**

**THIS AWARD IS SUBJECT TO REQUIREMENTS OF SECTION 106 (G) OF  
THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED  
(22 U.S.C. 7104)**

### **TRAFFICKING IN PERSONS**

**a. Provisions applicable to a recipient that is a private entity.**

**1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—**

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;**
- ii. Procure a commercial sex act during the period of time that the award is in effect; or**
- iii. Use forced labor in the performance of the award or subawards under the award.**

**2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –**

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or**
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—**

**A. Associated with performance under this award; or**

**B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.**

**b. Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 376

**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

**d. Definitions.** For purposes of this award term:

1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)